



ecology and environment, inc.

CLOVERLEAF BUILDING 3, 6405 METCALF, OVERLAND PARK, KANSAS 66202, TEL. 513/433-0961

International Specialists in the Environment

BIG RIVER MINE
NO. 2981126899
11.11
9-22-88
cont. per. action

MEMORANDUM

TO: Betty Berry, DPO

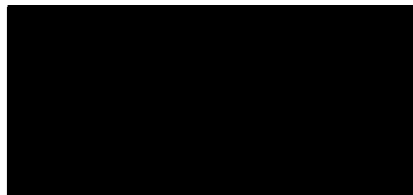
FROM: Dana Montgomery, TATM DM

THRU: Deborah Kopsick, TATL DK

DATE: September 22, 1988

SUBJECT: Big River Mine Tailings PRP Search, Desloge, Missouri
TDD#: T17-8806-004
PAN#: TM00616TAB

TAT has completed the Potentially Responsible Party Search for the Big River Mine Tailings site in Desloge, Missouri. The draft report is attached for your comments or approval. The copies of the title documents and incorporation documents are as clear as possible. If any of them are not readable, however, we will provide you with the originals. If you have any comments or suggestions, please advise.



Ecology and Environment, Inc.
6405 Metcalf, Suite 404, Overland Park, KS. 66202

DRAFT REPORT

POTENTIALLY RESPONSIBLE PARTY (PRP) SEARCH

BIG RIVER MINE TAILINGS SITE

DESLOGE, MISSOURI

Prepared for Region VII
Environmental Protection Agency

by

Ecology and Environment, Inc.
Technical Assistance Team-17
Overland Park, Kansas

Contract No. 68-01-7368
TDD NO. T-17-8806-004

Betty Berry
U.S. EPA Region VII
Primary Contact

September 1988

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1.0 INTRODUCTION

1.1 Project Background

This report presents the results of the potentially responsible party (PRP) search conducted for the Big River Mine Tailings site in Desloge, Missouri. This PRP search was conducted to assist EPA in oversight of the planned removal at this tailings pond and chat pile.

The site was identified as a potentially uncontrolled hazardous waste site after heavy rains caused the breaching of a retention dam and washed a large amount of tailings into the Big River in 1977. Contamination of surface water and stream biota resulted.

1.2 Scope of Work

The contractor received a Technical Direction Document (TDD # T17-8806-004) to complete a PRP search for the Big River Mine Tailings site, CERCLIS ID # MOD981126899. Specific elements included reviewing files, performing a deed search, evaluating the deeds to determine various PRPs, assessing the financial capabilities of the identified PRPs, and conducting any needed interviews.

1.3 Project Approach

In order to meet the objectives of identifying PRPs and assessing their financial status, the contractor completed four basic tasks. The contractor's approach to these tasks is described below.

Task 1: Research Sources of Information

Completion of this task comprised a review of the EPA Superfund files located in the Region VII Superfund file room and the FIT files located at the Ecology and Environment, Inc. Kansas City office. The EPA Superfund files and the FIT files were reviewed for background information, site history, and property description. All documents from these file were reviewed, and a list of the significant documents used is located in Section 7.0.

Task 2: Conduct a Title Search

The title search for the Big River Mine Tailings site was conducted by a professional title company under subcontract. The property was searched from 1900 to the present to identify any current or previous owners which might be PRPs. The chain of

ownership was established based on the results of the title search which are presented in Section 3.0. Title documents are located in Appendix A.

Task 3: Develop Basic PRP Information

For corporations which were identified as PRPs, the following information was obtained:

- ° All aliases or other names of business or operations
- ° Addresses and telephone numbers
- ° Officers and directors
- ° State and date of incorporation
- ° Standing in the State of Missouri
- ° Registered agent's name and address

For individuals who were identified as PRPs, basic information including current address and relationship to the site was obtained. This information is presented in sections 4.0 and 6.0 of this report. Incorporation documents and annual reports are located in Appendix B. Officers and directors are found in the Dun and Bradstreet reports in Appendix C.

Task 4: Develop PRP Financial Information

For corporations which were identified as PRPs, a Dun and Bradstreet report was requested and financial information was also collected from Moody's Industrial Manual. For individuals who were identified as PRPs, real estate holdings in St. Francois County were requested from the County Assessor. Financial documents are located in Appendix C.

2.0 SITE HISTORY

The Big River Mine Tailings site is located in east central Missouri about one-fourth mile northwest of Desloge in St. Francois County (Figure 1). This area was a part of Missouri's "Old Lead Belt" which was actively mined from 1850 to 1965 (Ref. 4). The site is partially located within a horseshoe meander of the Big River and covers more than 600 acres. The tailings pond was filled from 1929 to 1958 by wastes from the nearby Desloge mill. The St. Joseph Lead Company built tailings dams across the ravines which formed the original topography of this site. Finely ground dolomitic rock fragments, the waste left after metals were extracted from the ores, were piped as a slurry to the upper ends of the ravines. As the rock fragments settled out, the clear water was allowed to flow out at the drain towers near the dam (Ref. 1). This practice led to the formation of the large fields of finely ground rock, shallow near the ridgetop (in the western part of the site) and up to 80 feet deep at the outer edges. Coarser rock makes up the dams and the immense tailings or chat pile located east of the tailings pond.

In 1972 the County acquired about 500 acres of the tailings site for use as the county landfill. St. Joe Minerals Corporation retained the large chat pile to the east. The landfill has been operating at the southwest section of the former tailings pond (Ref. 6). The landfill accepts only typical residential refuse and uses the fine tailings for daily and intermediate cover. Soil and clay from the onsite ridgetop is used for final cover and then seeded (Ref. 2).

In 1977 a section of the retaining dam and the fines behind it were washed into the Big River during a severe rain storm. It has been estimated that up to 50,000 cubic yards of tailings were washed away from an area north of the landfill. Fish sampling conducted in 1980 by the Missouri Department of Conservation showed that bottom feeders were bioaccumulating lead to an unsafe level for human consumption. Several smaller areas of erosion also have been documented since the 1977 event (Ref. 6).

In 1981, St. Joe Minerals Corporation, the landfill commission, and the State of Missouri signed a "covenant not to sue" and remedial action was begun to stabilize the tailings (Ref. 3). In 1985 the Desloge Tailings Task Force, composed of representatives of St. Joe Minerals Corporation, the landfill commission, Missouri Department of Natural Resources (MDNR) and local officials, was organized to solve the environmental problems of the Big River Mine Tailings site. Stabilization efforts to date have included filling the erosional gaps as these gaps occur, planting test plots of grass and trees (35 acres so far), and constructing berms and wind fences to reduce water and wind erosion of the tailings (Ref. 6).

3.0 PROPERTY HISTORY

3.1 Introduction and Property Description

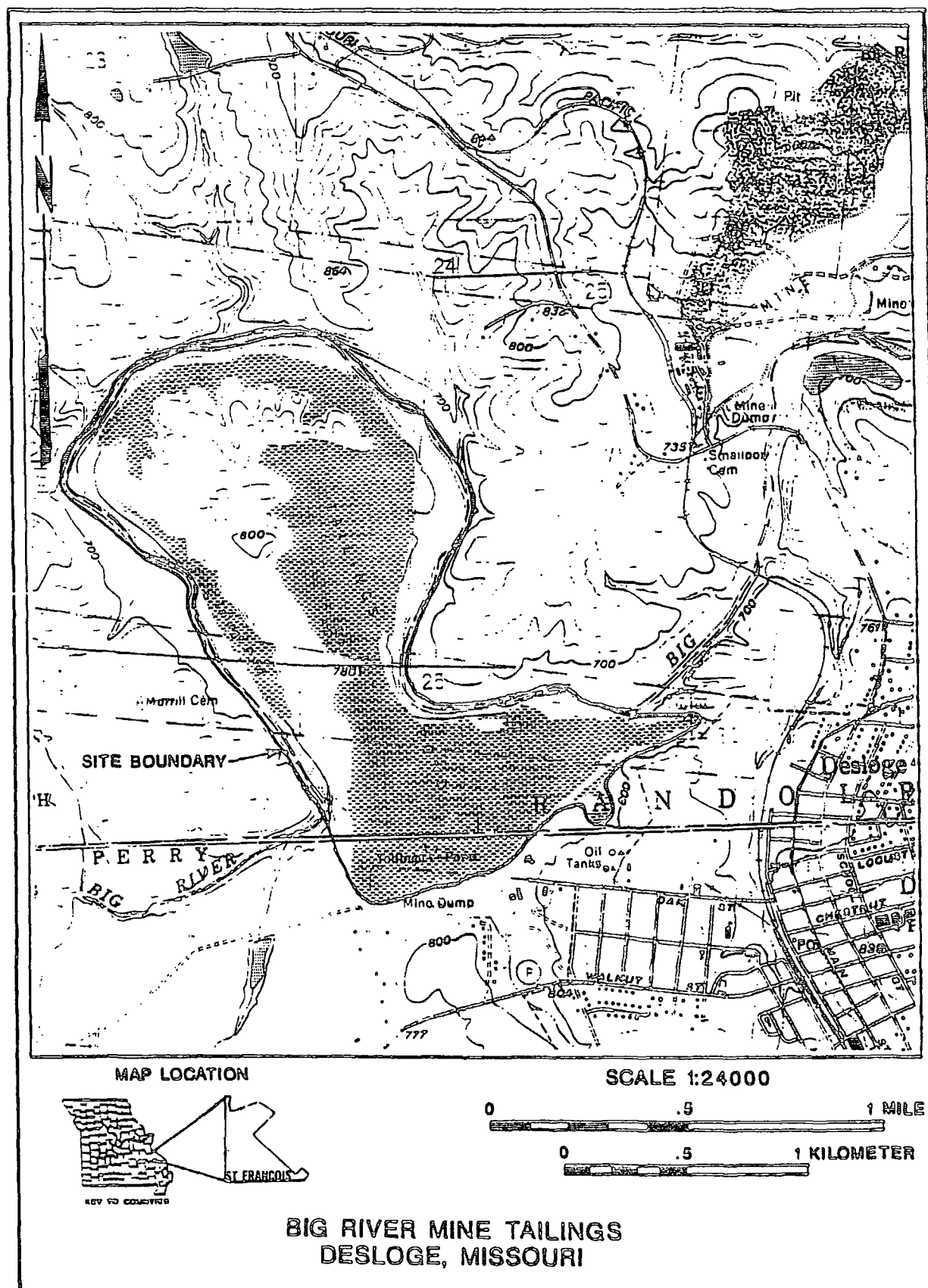
The boundaries of the Big River Mine Tailings site were determined by the preparers of the Hazard Ranking System (HRS) package for this site (Ref. 5). These boundaries encompass about 600 acres of land of which about 275 acres contain the fine tailings field and about 95 acres contain the coarse chat pile (Ref. 7). The site is located in part of Fractional Sections 25, 26, 35 and 36 and part of U.S. Survey Numbers 870, 2164, 3176 and 2105, all in Twp. 37 N Range 4 E. Figure 2 illustrates the various tax parcels and the ownership of each one. All of the site property was owned at one time by St. Joe Minerals Corporation except for U.S. Survey No. 2105. No tailings were placed on this property although it appears that some have washed or blown over the survey line at some time in the past.

Legal descriptions of the various pieces of property are provided in the title documents located in Appendix A. However, the property currently owned by St. Joe Minerals Corporation is what is left of the property described in the 1929 title document after St. Joe Minerals Corporation conveyed various parcels of land to various people. No complete legal description is, therefore, available for the St. Joe Minerals Corporation property. For convenience, tax parcel numbers from the December 31, 1987 county ownership map are used to describe the various pieces of property and these are shown on Figure 2.

3.2 Chain of Ownership

On June 20, 1929 Desloge Consolidated Lead Company conveyed to St. Joseph Lead Company certain lands and interests in lands in St. Francois County. By contract between the two parties, Desloge Consolidated Lead Company agreed to give to St. Joseph Lead Company a deed describing said lands with more definiteness and particularity when requested. Consequently, a supplementary deed, dated January 21, 1931 was recorded in the Office of the Recorder of Deeds of St. Francois County, Missouri in Book 165 at page 482 which details all of the lands conveyed to St. Joseph Lead Company by Desloge Consolidated Lead Company. This deed describes all of the site property except for the part which is in U.S. Survey No. 2105. Tax parcel # 36-1, 5, 6, 7, 15 and 21, which are located in Sec. 36, Survey No. 3176 and Survey No. 870, are still owned by St. Joe Minerals Corporation (refer to Figure 2).

On June 26, 1972, St. Joe Minerals Corporation (formerly St. Joseph Lead Company) gave to the County of St. Francois, the surface rights only in and to the following described real estate:



WASTE SITE TRACKING #: MO0818
PREPARED BY: R. OVERFELT

ECOLOGY & ENVIRONMENT FIT MARCH 1988
SOURCE: USGS 7.5' BONNE TERRE
& FLAT RIVER, MO QUADS. 1982

FIGURE 1: BIG RIVER MINE TAILINGS SITE - DESLOGE, MISSOURI

In 1986 the landfill commission requested permission to expand operations into 200 more acres of the tailings. Because of concern that the landfill leachate might mobilize heavy metals, MDNR requested that six monitoring wells be installed around the current landfill to determine if leachate is being formed, and if so, if it contains significant quantities of heavy metals. Samples collected in January 1988 showed low water levels, neutral pH and low concentrations of lead (7 to 29 ug/l). Samples collected in May 1988, however, showed some higher water levels, slightly acidic pH (6.6 to 6.9) and higher concentrations of lead (68 to 88 ug/l) (Ref. 8).

A tract of land containing 4.68 acres, more or less, in Fractional Section 25, 8.33 acres, more or less, in Fractional Section 26, 14.91 acres, more or less, in Fractional Section 35, 39.07 acres, more or less, in Fractional Section 36, 11.10 acres, more or less, in U.S. Survey No. 870, 355.04 acres, more or less, in U.S. Survey No. 2164, and 70.60 acres, more or less, in U.S. Survey No. 3176, all in Township 37 North, Range 4 East, more particularly described in the special warranty deed filed for record on June 29, 1972 in Book 558 at page 158.

This same 503.82 acres were given by St. Francois County to St. Francois County Environmental Corporation on May 16, 1973 in a warranty deed filed for record on May 16, 1973 in Book 579 at page 647. This deed stipulates that if the grantee ever ceases to use the property for a sanitary landfill or recycling of solid wastes, then title to the land will revert to the grantor (the county). The St. Francois County Environmental Corporation currently holds title to this major portion of the site property numbered as tax parcels 26-5, 26-6, 25-16, 35-1, 36-3, 36-4 and 36-16 as shown on Figure 2.

Tax Parcel 36-8

On September 26, 1963 the St. Joseph Lead Company conveyed to Arthur T. Morris and Sandra Morris, his wife, a 54 acre plot of land of which 1.5 acres were located in the NE 1/4 of Fractional Section 36 (parcel 36-8 on Figure 2). The Special Warranty Deed recorded in Book 425 at page 451 was for surface rights only.

On December 1, 1965, Arthur T. and Sandra Morris conveyed the same property to Harry Ransom, Jr. and Mona I. Ransom, his wife, by General Warranty Deed recorded in Book 452 at page 153.

On September 30, 1977 St. Joe Minerals Corporation quit claim to Harry and Mona Ransom the 1.5 acre parcel of land located in the E 1/2 of the NE 1/4 of Fractional Section 36 and the rest of the 54 acre property, described more particularly in the Deed of Correction recorded in Book 678 at page 233. This deed was made for the sole purpose of correcting the description of the land conveyed to the Morrisses by St. Joe Minerals Corporation. A tiny portion of the site property is located on the 1.5 acre tract, numbered as tax parcel 36-8. This property does not appear to have any tailings on it, but was included in this report because of the way the site boundary was drawn in the HRS.

Tax Parcel 36-9 and 36-10

On October 25, 1977 St. Joe Minerals Corporation conveyed to Harry G. Ward and Robert D. Ward 38 acres of land of which approximately 25 acres are located in the S 1/2 of the NE 1/4 of Fractional Section 36 and in the N 1/2 of the NE 1/4 of U.S. Survey No. 3176. This 38 acre parcel is described more particularly in the Special Warranty Deed recorded in Book 681 at page 382. Only about one acre of the northwest corner of this property is part of the site, and it is uncertain whether any tailings are present on this property, numbered as tax parcels 36-9 and 36-10.

Tax Parcel 36-4.01

On August 12, 1982 St. Joe Minerals Corporation conveyed to St. Francois County a 37.57 acre parcel of land located in U.S. Survey No. 3176 and bounded by Owl Creek, Big River, the abandoned railroad, and the property owned by St. Francois County Environmental Corp., described more particularly in the special warranty deed recorded in Book 794 at page 695. The deed states that the property is to be used for public recreation purposes only and only grants surface rights to the property. Only about five acres of the northeast corner of this property is part of the site, but some of the tailings are definitely on this property which is numbered as tax parcel 36-4.01. St. Francois County currently owns this property.

Tax Parcel 25-11

The remaining piece of property included in the site boundary (tax parcel 25-11) was never owned by St. Joe Minerals Corporation. This piece of property, described as that part of U.S. Survey No. 2105 lying west of Big River was, until the last conveyance, part of a larger parcel (185 acres) situated on both sides of the river. This parcel was conveyed by Margaret Milford to W. J. Elledge on June 7, 1920 as tract No. 1 by warranty deed recorded in Book 123 at page 172.

On February 29, 1923 W. J. Elledge and Lida U. Elledge, his wife, conveyed to St. Francois County Prospecting Company the same tract No. 1 by warranty deed recorded in Book 133 at page 52.

However, the Elledges secured the payment of promissory notes to Margaret Milford by a deed of trust, which deed conveyed all of the tracts previously conveyed by Milford to Elledge to a trustee. When default was made in the payment of real estate taxes and the promissory notes, Milford requested the county sheriff to auction off the property to satisfy the payment of the notes. Milford was the highest bidder, so a sheriff's deed under

trust deed sale was made to convey the property from W. J. Elledge and Lida U. Elledge to Margaret Milford on May 4, 1925. This sheriff's deed was recorded in Book 143 at page 193.

The next document of record is a general warranty deed made on October 14, 1952 and recorded in Book 284 at page 388. The grantors on this deed are the children of Margaret Milford, listed as Clarissa A. Harris and Irvin J. Harris, her husband; William C. Milford and Eunice Milford, his wife; Thomas T. Milford and Elizabeth G. Milford, his wife; and Florence L. Boehringer (formerly Milford). This deed conveyed the property to Otto Ratley and Gertrude Ratley, his wife. Margaret Milford's will was not found in the title search, but is presumed to be the mode of transfer from her to her children.

On March 27, 1953 Otto and Gertrude Ratley conveyed the same property to Lola Ratley by a general warranty deed recorded in Book 284 at page 396. On the same day, Lola Ratley conveyed an undivided one-half interest in the property to Otto and Gertrude Ratley and the other undivided one-half interest to Harold C. and Gladys A. Gaebe with the couples owning their half interests as tenants in common. This deed is recorded in Book 284 at page 398.

On December 19, 1958 Harold C. and Gladys A. Gaebe conveyed an undivided one-half interest in the same property to the Scottish Rite Foundation of St. Louis, Inc., which general warranty deed is recorded in Book 352 at page 459. The title search did not identify when, if ever, the other one-half interest was conveyed to the Scottish Rite Foundation.

On August 7, 1981, the Scottish Rite Foundation of Missouri, Inc., formerly Scottish Rite Foundation of St. Louis, Inc., conveyed to St. Francois County Environmental Corporation all of that part of U.S. Survey No. 2105 lying west of Big River. This is only about 16 acres of the previously traced 185 acres and the deed is recorded in Book 770 at page 307. This property is still held by the St. Francois County Environmental Corporation.

3.3 Summary of Owners

Owners of part or all of the site property from 1900 to the present are shown with the dates of ownership.

U.S. Survey No. 2105

Margaret Milford	1900-1920
W. J. Elledge & wife	1920-1923
St. Francois County Prospecting Co.	1923-1925
Margaret Milford & children	1925-1952

Otto & Gertrude Ratley	1952-1958?
Harold & Gladys Gaebe	1953-1958
Scottish Rite Foundation of Missouri, Inc.	1958-1981
St. Francois County Environmental Corp.	1981-present

Remainder of Site Property

Desloge Consolidated Lead Company	1900-1929
St. Joe Minerals Corp. (St. Joseph Lead Company)	1929-present
County of St. Francois	1972-1973
St. Francois County Environmental Corp.	1973-present
Arthur T. Morris and Sandra Morris	1963-1965
Harry Ransom, Jr. and Mona I. Ransom	1965-present
Robert Ward and Harry Ward	1977-present
County of St. Francois	1982-present

4.0 POTENTIALLY RESPONSIBLE PARTIES

4.1 St. Joe Minerals Corp.

St. Joe Minerals Corporation is a PRP because it generated the hazardous wastes and transported the wastes (via a slurry pipeline) to the disposal site which it also owned and operated. The tailings pond and chat pile were placed only on St. Joe Minerals Corporation property, so no former owners of site property are PRPs. St. Joe Minerals Corporation was incorporated in New York on March 25, 1864 as St. Joseph Lead Company. On May 12, 1970 its restated articles of incorporation changed its name to St. Joe Minerals Corporation.

On April 2, 1981 Fluor Acquisition Corporation was incorporated in New York. On August 3, 1981 St. Joe Minerals Corporation was merged with and into Fluor Acquisition Corp, with Fluor Acquisition Corporation being the surviving corporation. However, the Articles of Merger also changed Fluor Acquisition Corporation's name to St. Joe Minerals Corporation. The merger with Fluor Acquisition Corporation made St. Joe Minerals Corporation a 100% owned subsidiary of Fluor Corporation, a Delaware corporation primarily engaged in engineering and construction services.

St. Joe Minerals Corporation mines produce minerals and mineral products, principally coal, zinc, and zinc oxide, lead, iron ore pellets and oil and gas. When St. Joe Minerals Corporation was acquired by Fluor Corp. in 1981, it had extensive ore mines and mills throughout southeastern Missouri as well as mines and oil and gas interests in many other parts of the United States and several foreign countries. St. Joe Minerals Corporation has recently sold large segments of its operations (see Section 5.1). St. Joe Minerals Corporation is currently in good standing in the State of Missouri.

4.2 St. Francois County Environmental Corp.

St. Francois County Environmental Corp. is a PRP because it is the current owner and operator of a large part of the site. St. Francois County Environmental Corp. (SFCEC) was incorporated as a general not for profit corporation in Missouri on October 24, 1972. The purpose of SFCEC is to acquire, construct and operate a facility for the collection, processing, disposal and recycling of waste materials in St. Francois County. For this purpose, the County of St. Francois gave the land, which St. Joe had donated to it, to SFCEC, and all of the communities in St. Francois County began sending their garbage to the site to be landfilled. Representatives from some of the larger communities and from the county make up the board of directors of SFCEC. SFCEC is currently in good standing in the State of Missouri.

4.3 St. Francois County

St. Francois County is identified as a PRP because it is the current owner of part of the site property as described in Section 3.2. Its population is approximately 42,000. Its address is:

St. Francois County Courthouse
Farmington, Missouri 63640

4.4 Robert Ward and Harry Ward

Robert Ward and Harry Ward are identified as PRPs because they are the current owners of part of the site property as described in Section 3.2. Roberts Ward's home address is:

Highley Lane
Desloge, Missouri 63601
[REDACTED]

Harry Ward's home address is:

104 N. School
Desloge, Missouri 63601
[REDACTED]

4.5 Harry Ransom Jr. and Mona Ransom

Harry and Mona Ransom are identified as PRPs because they are the current owners of part of the site property as described in Section 3.2. Their home address is:

401 West Oak
Desloge, Missouri 63601
[REDACTED]

5.0 PRP FINANCIAL INFORMATION

5.1 St. Joe Minerals Corp.

Very little financial information is available for St. Joe Minerals Corporation. As a subsidiary of Fluor Corporation, however, its accounts are included with Fluor's other subsidiaries in the Fluor Corporation consolidated balance sheet and income statement (presented in Section 5.1.1).

In November 1986, St. Joe Minerals Corporation lead operations were consolidated with those of Homestake Mining Company to form the Doe Run Company, a partnership 57.5 percent owned by St. Joe Minerals Corporation. St. Joe Minerals Corporation share of Doe Run's operating losses for 1987 was \$5.5 million, an improvement over 1986 losses of \$26.6 million. Doe Run made a profit in the first quarter of 1988.

In June 1987, St. Joe Minerals Corporation and Shell Oil Company partitioned the previously 50/50 owned A. T. Massey Coal Company located in Richmond, Virginia. St. Joe Minerals Corporation retained the A. T. Massey Coal Company, its management, and certain operating subsidiaries which carried a 1987 operating profit of \$28.3 million. It also posted a profit in the first quarter of 1988.

In September 1987 St. Joe Minerals Corporation sold its domestic zinc mining operations and in October 1987 completed the sale of its 90% interest in St. Joe Gold Corporation, a subsidiary. St. Joe Minerals Corporation had previously disposed of its oil and gas segment in 1985. St. Joe Minerals Corporation planned to sell the remainder of its metals businesses (except for Doe Run and Massey Coal) in 1988. St. Joe Minerals Corporation currently has 4,800 employees (1987 data).

5.1.1 Fluor Corp.

Fluor Corporation's consolidated financial status as of October 31, 1987, as reported in the Dun and Bradstreet report, is as follows:

Revenue:	\$3,924,480,000	Net Income:	\$ 26,592,000
Total Assets:	2,061,186,000	Worth:	531,743,000

Cash	\$ 74,642,000	Accts. Payable	\$316,251,000
Accts. and Notes Rec.	782,996,000	Advance Billings	87,301,000
Inventory	61,232,000	Accruals	269,797,000
Work in Progress	253,742,000	Taxes	48,504,000
Other Curr. Assets	<u>40,846,000</u>	L.T. Liab-(1 yr)	<u>11,421,000</u>
Total Current Assets	\$1,213,458,000	Total Current Liabilities	\$733,274,000

Comparative operating results for the 6 months ended April 30, 1988 were: revenue of \$2,187,800,000 and net income of \$19,300,000 compared to revenue of \$1,801,700,000 and net loss of \$85,900,000 for the comparable period in the prior year. Fluor's restructuring, which included major sales of St. Joe Minerals Corporation assets and subsidiaries, along with improvements in the economy have combined to turn around Fluor's yearly net losses.

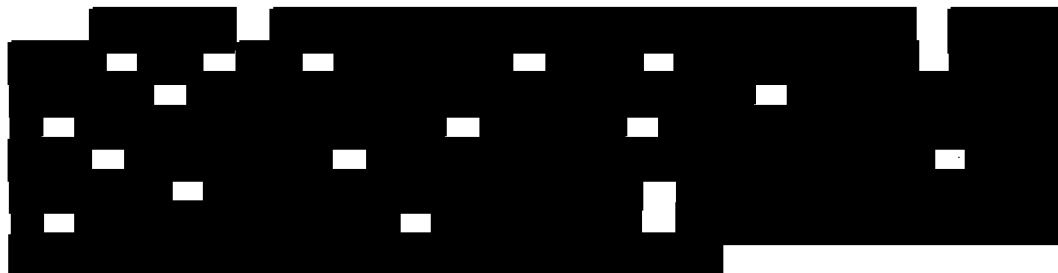
5.2 St. Francois County Environmental Corp.

St. Francois County Environmental Corp. is a not-for-profit corporation. It has two sources of revenue with which all operating expenses are funded. Each year, the nine incorporated municipalities in the county are subject to a base levy on a per capita basis. This method of funding was agreed upon by the participating communities when SFCEC was established. In addition, gate fees are collected at the landfill from all commercial haulers and individuals who bring wastes to be disposed. As a not-for-profit corporation, SFCEC attempts to match its fees with its expenses, and has been able to fund 25 per cent of the remedial costs to date at this site.

5.3 St. Francois County

No financial information was obtained for the County of St. Francois.

5.4 Robert Ward and Harry Ward



[REDACTED] ate

5.5 Harry Ransom, Jr. and Mona Ransom

[REDACTED]

6.0 CORPORATE OFFICERS AND ADDRESSES

6.1 St. Joe Minerals Corp.

Directors: Robert L. Guyett
David S. Tappan, Jr.
John A. Wright
P. Joseph Trimble

Officers: John A. Wright - Chmn, Pres.
P. Joseph Trimble - V.P.
Robert L. Guyett, Treasurer

According to the Dun and Bradstreet report for Big River Minerals Corporation (formerly St. Joe Resources Corporation), all of its officers were formerly officers in St. Joe Minerals Corporation. This report dated August 12, 1988 lists John A. Wright as the current president of Big River Minerals Corp. and the former president (1971-87) of St. Joe Minerals Corporation. However, no corroborating information from St. Joe Minerals Corporation was available. There does not appear to be any current connection between the two companies.

Registered Agent: E. J. Krokroskia
Iron County
Viburnum, MO. 65566

Corporate Headquarters: 3333 Michelson Drive
Irvine, CA 92730
(714) 975-2000

6.1.1 Fluor Corp.

Directors:	David S. Tappan	Bobby R. Inman
	P. Joseph Trimble	Sibrand Jurriaans
	Robert L. Guyett	Robert V. Lindsay
	Buck Mickel	Leslie G. McGraw
	Caroline L. Ahmanson	Allen E. Pickett
	Hugh K. Coble	Louis H. Wilson
	Peter J. Fluor	E. Morgan Massey
	William R. Grant	

Officers: David S. Tappan - Chmn.
Leslie G. McGraw - Pres.
P. Joseph Trimble - Sr. V. Pres. - Law & Tax
William D. Trammell - V. Pres. - Proj. Fin.
Robert L. Guyett - Sr. V. Pres. - CFO - Treas.

Larry W. Lineberger - V. Pres. - Controller
Nad A. Peterson - Sr. V. Pres. - Secy.
William M. Hofacre - V. Pres. - Fin. Planning
and Anal.
Denis P. Kalscheur - V. Pres. - Treas.

Corporate Headquarters: 3333 Michelson Drive
Irvine, CA 92730
(714) 975-2000

6.2 St. Francois County Environmental Corp.

Directors:	Gayle Blackwell	Roger Hoehn
	Lee Gammon	Larry Hughes
	John Cavanaugh	Mark Hedrick
	Jack Rabaduex	County Commissioner

Officers: Gayle Blackwell - Pres.
Lee Gammon - V.P.
John Cavanaugh - Secy, Treas.

Registered Agent: Gayle Blackwell
118 E. School St. (City Hall)
Bonne Terre, MO 63628

Corporate Headquarters: City Hall
Bonne Terre, MO 63628
(314) 358-2254

7.0 REFERENCES

Documents found in the Superfund site file MOD981126899

- 1) Preliminary Engineering Report on the St. Francois County Landfill, Seiberling Engineering & Surveying Co., June 28, 1973.
- 2) Final Engineering Report on the St. Francois County Landfill, Seiberling Engineering & Surveying Co., June 12, 1974.
- 3) Covenant Not To Sue; State of Missouri, Missouri Conservation Commission, Clean Water Commission of State of Missouri, Missouri Department of Natural Resources, St. Joe Minerals Corporation, St. Francois County Environmental Corporation; September 4, 1981.
- 4) Control of Mine Tailing Discharges to Big River, John T. Novak and Gerard B. Hasselwander, University of Missouri - Columbia, for The Department of Natural Resources, January 1980.

Documents found in the FIT site files, FM00616

- 5) Hazard Ranking System (HRS) package for Big River Mine Tailings, Desloge, MO, Ecology and Environment, Inc. Field Investigation Team, May 20, 1988.
- 6) Preliminary Assessment of Big River Mine Tailings, Desloge, St. Francois County, Missouri, E & E/FIT-TDD #: F-07-8711-039, May 17, 1988.
- 7) Desloge Tailings Pile Management Plan Study Phase I Report for Desloge Tailings Task Force, Burns & McDonnell, February 1987.
- 8) Groundwater Monitoring Well Test Results 1-18-88 and 5-18-88, Hudwalker & Associates, Inc., May 10, 1988 and June 28, 1988.

APPENDIX A

Title Documents

THIS DEED, of certain lands, situate in the County of St. Francois, State of Missouri, was made and executed by the Board of Directors of the Desloge Consolidated Lead Company, a Missouri corporation, and the Statutory Trustees of said corporation, of the City of St. Louis, State of Missouri, parties of the First Part, for and in behalf of the same, to and in favor of the party of the Second Part, as hereinafter appears.

In testimony whereof, the said Board of Directors and the said Statutory Trustees, have hereunto set their hands and seals, at the City of St. Louis, State of Missouri, on the 21st day of January, 1931.

(Seal)

Notary Public in and for the State of Missouri.

WITNESSETH:

Filed for record this 1st day of February 1931 at St. Louis, Missouri.

W. H. [illegible], Recorder.

Firmin V. Desloge, et al. Statutory Trustees of Desloge Consolidated Lead Company a dissolved corporation.

To

SUPPLEMENTARY DEED

St. Joseph Lead Company

THIS INDENTURE, made on the 21st day of January, 1931, by and between FIRMIN V. DESLOGE, JOHN P. VALLE, FIRMIN D. FUSZ, EUGENE A. FUSZ, JOSEPH DESLOGE, and VINCENT P. RING, constituting the last President and Board of Directors of the Desloge Consolidated Lead Company (a Missouri corporation, which was dissolved on December 31, 1929), and the Statutory Trustees of said corporation, of the City of St. Louis, State of Missouri, parties of the First Part, and ST. JOSEPH LEAD COMPANY, a corporation organized under the laws of the State of New York, having its principal office in the City and State of New York, and duly authorized to do business in the State of Missouri, party of the Second Part, WITNESSETH:

THAT, WHEREAS, by deed dated June Twentieth, A. D. Nineteen Hundred and Twenty-nine, and recorded in the Office of the Recorder of Deeds of St. Francois County, Missouri, in Book 164, at page 137, the said Desloge Consolidated Lead Company conveyed to the said party of the Second Part certain lands and interests in lands in St. Francois County, described therein as being the lands or interests therein, acquired by said Desloge Consolidated Lead Company by certain deeds mentioned by parties, date, and place of recordation, and subject to certain exceptions therein similarly described; and,

WHEREAS, by contract between the said Desloge Consolidated Lead Company and said party of the Second Part dated June Seventh, A. D. Nineteen Hundred and Twenty-nine, the said Desloge Consolidated Lead Company agreed to give to the said party of the Second Part a deed or deeds describing said lands and interests therein with more definiteness and particularity, when requested:

NOW, THEREFORE, pursuant to, and in further performance of, said agreement, and to supplement the said prior deed herinabove referred to, and to explain and make clear by positive description the lands and interests therein intended to be conveyed by said former deed, in all respects with the same effect as if the particular descriptions herein set forth had been, in the same terms, set forth in said former deed; and,

IN CONSIDERATION of the sum of One Dollar and other valuable considerations, receipt of which by the parties of the First Part from the party of the Second Part is hereby acknowledged, the parties of the First Part do by these presents GRANT, BARGAIN, EXCHANGE,

CONVEY and CONFIRM unto the said party of the Second Part, its successors and heirs, all of the following described lands and interests in lands situated in the County of Francois, in the State of Missouri, to-wit:

1. The Northwest fractional quarter of fractional Section 1, containing 31.72 acres, more or less; the East half of the Southwest quarter of Section 1, containing 80 acres, more or less; and the Northwest quarter of the Southwest quarter of Section 1: all in Township 36 North, Range 4 East;
2. The North half of the Southwest quarter of the Southwest quarter of Section 2, in Township 36 North, Range 4 East;
3. The Northeast quarter of the Southeast quarter of Section 3; the Northwest quarter of the Southeast quarter of Section 3; the South half of the Southeast quarter of Section 3: all in Township 36 North, Range 4 East;
4. All of the Southwest quarter of the Southwest quarter of Section 4, Township 36 North, Range 4 East;
5. All that part of the East half of the Southwest quarter and the West half of the Southeast quarter of Section 5, Township 36 North, Range 4 East, beginning at the Southwest corner of the East half of the Southwest quarter of said Section 5, running thence North one chain; thence North $61^{\circ} 15'$ East 47.32 chains to the East line of the West half of the Southeast quarter of said Section 5; thence South along said East line to the South line of said Section 5; thence West along the South line of said Section 5 to the point of beginning, containing 48.48 acres, more or less.
6. The East half of the Northeast quarter and the East half of the Southeast quarter of Section 9, containing 160 acres, more or less; also, all that portion of the Northwest quarter of the Northeast quarter of Section 9, described as follows: Beginning at the Northwest corner of said 40 acres, running South 6.34 chains; thence East 19.86 chains to the East line of said 40 acres; thence North 6.34 chains to the Northeast corner of same; thence West 19.86 chains to the beginning, containing 12.58 acres; also, the South fractional part of the Northwest quarter of the Northeast quarter of Section 9, containing 27.42 acres; also, the Southwest quarter of the Northeast quarter of Section 9, containing 40 acres, more or less; also, the West half of the Southeast quarter of Section 9; also, the East half of the Southwest quarter of Section 9; also, the Northeast quarter of the Northwest quarter, and the Southwest quarter of the Southwest quarter of Section 9, containing 80 acres, more or less; also, the Northwest quarter of the Southwest quarter, containing 40 acres, more or less; also, the West half of the Northwest quarter of Section 9, containing 80 acres, more or less; and, also, the Southeast quarter of the Northwest quarter of Section 9, containing 40 acres, more or less: all in Township 36 North, Range 4 East;

7. The Southwest quarter of the Southwest quarter of Section 10, containing 40 acres, more or less; the Northwest quarter of the Northwest quarter of Section 10; the West half of the Northeast quarter of the Northeast quarter of Section 10; the East half of the Southeast quarter and the Southeast quarter of the Northeast quarter, and the Southeast part of the West half of the Southeast quarter of Section 10, containing 135.50 acres, more or less: all in Township 36 North, Range 4 East;

8. The Southwest quarter of the Northwest quarter, and part of the Southwest quarter of the Southwest quarter of Section 11, containing 60 acres, more or less; also, the Southeast quarter of the Northwest quarter, and the Northeast quarter of the Southwest quarter of Section 11, containing 80 acres, more or less: all in Township 36 North, Range 4 East;

9. 80 acres being the North half of the Northeast quarter, 80 acres being the East half of the Northwest quarter, 40 acres being the Southwest quarter of the Northwest quarter, and 36 acres being part of the South half of the Northeast quarter, all in Section 15, aggregating 236 acres, more or less, excepting one acre reserved for a grave yard and on which there is now a family grave yard situated; also, the Northwest quarter of the Northwest quarter of Section 15, containing 40 acres, of which 5 acres are subject to the right of occupancy of Richard and Lucy Ann Stagdill, for their lives and for the life of the survivor of them, as provided in deed to John K. Deologo, recorded in Book 803, page 88; all in Township 36 North, Range 4 East;

10. All of the South half of the North half, and the North half of the Southwest quarter, of Section 16, containing 240 acres, more or less; all of the Northwest quarter of the Northwest quarter of Section 16; all of the Northeast quarter of the Northwest quarter of Section 16; all of the Northwest quarter of the Northeast quarter of Section 16; all of the Northeast quarter of the Northeast quarter of Section 16, excepting from the operation of this conveyance the surface rights to 5 acres in the Northeast corner of the Northeast quarter of the Northeast quarter conveyed for religious and educational purposes in 1888 by Edwin Harrison to Columbus Bean, et al; all the Southwest quarter of the Southwest quarter of Section 16, containing 40 acres, more or less: all in Township 36 North, Range 4 East;

11. The North end of the West fractional half of the Northwest fractional quarter of Section 21, Township 36 North, Range 4 East, containing 20 acres, more or less.

12. All of U. S. Survey No. 870, Townships 36 and 37 North, Range 4 East, containing 640 acres, more or less.

13. All the Northeast quarter of Section 8; the East half of the Northwest quarter of Section 8; the North half of the Northwest quarter of the Northwest quarter of Section 8; the Southwest quarter of the Southwest quarter of Section 8; the East half of the Southwest quarter of Section 8; all the South half of the Southeast quarter of Section 8, containing 80 acres, more or less; the Northwest quarter of the Southeast quarter of Section 8, containing 40 acres, more or less: all in Township 36 North,

Range 4 East.

14. The mineral rights below one hundred feet of the surface in and to the Northeast quarter of the Southeast quarter of Section 3, Township 36 North, Range 4 East, containing 40 acres, more or less.

15. All or so much of the following described tract of land as lies on the West side of a small branch running through the same in a southerly course known as "Cabin de Course," to-wit: One hundred and Seventy-three acres and fifty-nine hundredths of an acre (173.59 acres) and situated in the Southwest portion of the Antoine Pratto Confirmation and bounded in the South by lands conveyed by John House to Conrad Norwine, on the West by lands entered by Alexander Sago, or the North by lands owned by Peter W. Murphy and the estate of George Vandiver, on the East by lands owned by Geo. W. Arman and Thos. Roan and the land hereby conveyed, containing 86.72 acres, more or less, being the same land conveyed to Ebor C. Turley by Bonora Turley and wife as described by their deed recorded in Book "R," at page 158, in the Recorder's Office of St. Francis County; reserving the right to ingress and egress to said spring of water therein described.

16. The South fractional half of Section 25, Township 37 North, Range 4 East, containing 9.84 acres, more or less.

17. Part of U. S. Survey 2164 containing 560 acres of land, being all of U. S. Survey No. 2164, in Township 37 North, Range 4 East, excepting 80 acres in the Southwest corner of said Survey on the West side of Big River.

18. 535 acres of land, being all that part of U. S. Survey No. 3176, in Townships 36 and 37 North, and Ranges 4 and 5 East, of the Fifth Principal Meridian, which remains after excluding from the original survey the interfering parts of the East one-half of the Southwest quarter, and the East one-half of the Northeast quarter of Section 35, and, also, the West one-half of the Northwest quarter of Section 36, in Township 37 North, Range 4 East. The original survey as confirmed to John Barr, or his legal representatives, by Act of Congress of July 4, 1836, containing 640 acres, but the interfering portions of the Sections above described, containing about 105 acres, being excluded, left remaining in the said Survey the 535 acres, more or less, hereby conveyed.

19. All of the Northeast quarter (N.E. $\frac{1}{4}$) of the Southeast quarter (S.E. $\frac{1}{4}$) of Section twenty-two (22), and Southwest quarter (S.W. $\frac{1}{4}$) of Southwest quarter (S.W. $\frac{1}{4}$) of Section twenty-three (23); also fifteen (15) acres more or less, described as follows: beginning five and twenty-five hundredths (5.25) chains East of the Northeast corner of Southeast quarter (S.E. $\frac{1}{4}$) of Section twenty-two (22); thence East five and twenty-five hundredths (5.25) chains; thence South twenty-two (22) chains; thence East ten and fifty hundredths (10.50) chains; thence Southwest to beginning. All in Township thirty-seven (37) North, Range

Four (4) East, known as the "Green Land" and containing ninety-five (95) acres; all of the Northeast fractional quarter (N.E.frl. $\frac{1}{4}$) of Northwest fractional quarter (N.W.frl. $\frac{1}{4}$) of Section Twenty-six (26), in Township thirty-seven (37) North, Range four (4) East, containing twenty and ninety-two hundredths (20.92) acres, and known as the "Auburn Land;" all of the Southeast fractional quarter (S.E.frl. $\frac{1}{4}$) of the Southeast fractional quarter (S.E.frl. $\frac{1}{4}$) of Section twenty-three (23), Township Thirty-seven (37) North, Range Four (4) East, containing thirty-two and thirty hundredths (32.30) acres; the Southeast fractional quarter (S.E.frl. $\frac{1}{4}$) of Southwest fractional quarter (S.W.frl. $\frac{1}{4}$), and the Southwest fractional quarter (S.W.frl. $\frac{1}{4}$) of the Southeast fractional quarter (S.E.frl. $\frac{1}{4}$) of Section Twenty-three (23), Township Thirty-seven (37) North, Range Four (4) East, containing fifty-nine and ninety-one hundredths (59.91) acres. Also a tract beginning at a point in North line of the Northwest quarter (N.W. $\frac{1}{4}$) of the Southwest quarter (S.W. $\frac{1}{4}$) of Section twenty-three (23), Township Thirty-seven (37) North, Range Four (4) East five and twenty-five hundredths (5.25) chains East of the Northwest corner of the Southwest quarter (S.W. $\frac{1}{4}$) of Section twenty-three (23), thence East along said North line fourteen and seventy-five hundredths (14.75) chains; thence South forty-five (45) degrees East thirty (30) chains; thence West twenty-nine and fifty hundredths (29.50) chains to a point in the South line of the Northwest quarter (N.W. $\frac{1}{4}$) of the Southwest quarter (S.W. $\frac{1}{4}$) of Section twenty-three (23), ten and fifty hundredths (10.50) chains East of the Southwest corner of the Northwest quarter (N.W. $\frac{1}{4}$) of the Southwest quarter (S.W. $\frac{1}{4}$) of Section twenty-three (23); thence in Northwest direction to beginning, containing forty-five (45) acres more or less, this tract being known as the "F. C. Williams Land," and aggregating one hundred and thirty-seven and twenty-one hundredths (137.21) acres, more or less. The mineral and mining rights on the Southeast quarter (S.E. $\frac{1}{4}$) of the Southeast quarter (S.E. $\frac{1}{4}$) of Section twenty-two (22) and the Northwest quarter (N.W. $\frac{1}{4}$) of the Northwest quarter (N.W. $\frac{1}{4}$) of Section twenty-six (26); and the Northeast quarter (N.E. $\frac{1}{4}$) of Northeast quarter (N.E. $\frac{1}{4}$) of Section twenty-seven (27), Township thirty-seven (37) North, Range four (4) East, including all interest, right and estate in said lands reserved by the deed of Edwin Harrison and wife to James Chappell, which deed is recorded in the office of the Recorder of Deeds of St. Francois County, Missouri, and containing one hundred and twenty (120) acres.

(20) The fractional part Southeast quarter of Section 26, Township 37 North, Range 4 East. Also the fractional part of Northeast quarter of Section 36, Township 37 North, Range 4 East. The center of Big River being the Western and Southern boundary of said above described tracts, and said tracts containing 20 acres, more or less.

(21) The East fractional half of the Northwest quarter of Section 36, containing 36.37 acres, more or less; the West half of the Northwest quarter of Section 36, containing 60 acres, more or less; the Northeast fractional quarter of Section 36, containing 67.23 acres, more or less; all in Township 37 North, Range 4 East.

22. The southwest part of U. S. Survey No. 80, Township 37 North, Range 5 East, described as follows: Beginning at a stone at the Southwest corner of said Survey No. 80, and running thence North 8° East, 710.5 feet to the middle of the main channel of Reeder Branch; thence in a Southeasterly direction, up and with the meandering of the main channel of said Reeder Branch, about 1170 feet to the Southern boundary line of said Survey No. 80; thence North 34° 15' West, with said Survey line 782.5 feet to the beginning, and containing 8.15 acres, excepting, however, the right-of-way of the M. R. & N. T. Railway, containing 1.52 acres. The amount of land hereby conveyed being 6.63 acres, more or less.

23. One acre of land described as follows: Beginning at the Southwest quarter section corner of Section 10, Township 37 North, Range 4 East, running East 4 chains to the East bank of Cabin de Course Creek; thence down the East Bank of said Creek to a post; thence West 2 chains to the West side of Section 10; thence South 4 chains to the beginning, containing 1 acre.

(24.) All that part of the East half of the Northeast quarter of Section 35, Township 37 North, Range 4 East, lying South of a line running along the center of Big River, containing 10 acres, more or less.

25. The North fractional half and the West half of the Southwest quarter of Section 6, Township 37 North, Range 5 East, containing 319.88 acres, more or less.

26. The following described tract or parcel of land lying, being and situate in St. Francois County, State of Missouri, to-wit: That part of U. S. Survey No. 2114, in Township 37 North, Range 5 East: Beginning at the Northwest corner of said Survey running South 83° East to channel of Big River; thence up Big River to the county road running from St. Joseph Lead Mines to French Village; thence along said road to the West line of said Survey; thence North 8° East with said line to the point of beginning, and containing 6 acres, more or less.

(27.) All of the fractional Section 31, Township 37 North, Range 5 East, containing 21.97 acres, more or less, excepting therefrom one-fourth of an acre reserved as a burial lot by Catharine Reeder in deed by the said Catharine Reeder to the Desloge Consolidated Land Company, recorded at page 849, of Book 41, of the records of St. Francois County, Missouri.

28. All of a certain part of parcel of land in U. S. Survey No. 2103 and in Township 37 North, Range 5 East, lying South of Big River, being a fractional part of a tract known as the William Estes tract, the lines of said fraction to begin on the South side of Big River where the South boundary of Survey No. 2103 originally crossed said river and running East with the said boundary line to the Southeast corner of said original Survey No. 2103; thence North with the Eastern boundary line of said Survey to the line dividing the William Estes and Lorford Estes tracts or

to the Flat Branch that crosses said original line; thence with the divisional line Westward to the river. Said fraction to contain 10 acres, more or less, and being all of the William Estes tract that lies South of Big River, being the same land conveyed by Ellis G. Evans and wife to Levi Wells, less that part heretofore conveyed by Catherine Reeder to the M. R. & B. T. Railway Company.

29. All of that portion of U. S. Survey No. 2105, Township 37 North, Range 4 East, described as follows: Beginning at the Northwest corner of said Survey, running thence South 83° East 12.59 chains to a white oak; thence South 27° East 6.50 chains; thence South 73° West 6.78 chains; thence South 27° East about 2 chains to the Northeast corner of the Robert Lawson tract; thence South 81° West 10.18 chains to the East line of T. G. Milford tract; thence North 27° West to the beginning, containing 19.03 acres, less one acre heretofore conveyed by Robert Wood to E. T. Shaw by general warranty deed dated January 20, 1894, and recorded at page 563 of Book 43 of the records of the Office of Recorder of Deeds for St. Francois County, Missouri, being the same land heretofore conveyed by Robert Wood to Asbury Wood, by deed dated January 21, 1895, and filed for record September 21, 1897.

30. The Northwest part of Lot No. 11 of the Subdivision of U. S. Surveys Nos. 3052 and 1864, in Township 37 North, Range 5 East, a plat of which is recorded in the land records of St. Francois County, Missouri, in Book 28, at page 1, and contained within the following notes and bounds: Beginning at the Northwest corner of said Lot No. 11, and running thence East, on the Section line, 1303.7 feet to the middle of the public road leading from Deolgo to Bonne Terre; thence South 19° $15'$ West 411.7 feet; thence South 54° West 124.5 feet to a point in said Road; thence North 82° East 1219.4 feet to the Southeast corner of U. S. Survey No. 2105; thence North 8° East 311.0 feet to the beginning, and containing 12.10 acres, more or less, excepting the surface right to the right-of-way of the M. R. & B. T. Railway, containing 0.86 of an acre.

31. The Southwest part of fractional Section 30, Township 37 North, Range 5 East, described as follows: Beginning at the Northwest corner of said fractional Section 30, it being the Southwest corner of U. S. Survey No. 80, and thence South 84° $15'$ East, with the Southern boundary line of said Survey No. 80, 1412.4 feet to the middle of the public road leading from Deolgo to Bonne Terre; thence with the middle of said road, South 6° West 624.5 feet; thence South 12° $30'$ West 185.5 feet to the South boundary line of said Section 30; thence West on the Section line 1403.7 feet to the Eastern boundary line of U. S. Survey No. 2105; thence North 8° East 990.0 feet to the beginning, containing 30.27 acres, more or less, excepting the surface right to the right-of-way of the M. R. & B. T. Railway, containing 2.27 acres.

32. All of Section 31, Township 38 North, Range 5 East, containing 604.17 acres, more or less.

33. A strip of land for right-of-way, to be used only for railway purposes, through part of fractional Section 35, Township 37 North, Range 4

East, and fractional Section 2, Township 36 North, Range 4 East, of the Fifth Principal Meridian, 100 feet wide being 50 feet on each side of the center line of Survey for railway from Deolage Shaft No. 4 to Deolage Shaft No. 5, commencing at Station 19 plus 35 of said Survey in the South line of U. S. Survey No. 3176, such point of beginning being 902 feet Eastwardly from the Southwest corner of said Survey; thence South $58^{\circ} 45'$ West (Mag.), a distance of 392 feet; thence to left with curve of 955 feet radius, a distance of 799 feet; thence South $10^{\circ} 50'$ West (Mag.), a distance of 123 feet; thence to left with curve of 319 feet radius, a distance of 842 feet; thence South $48^{\circ} 7'$ West (Mag.), a distance of 330 feet; thence to right with curve of 410 feet radius, a distance of 597 feet; thence South $35^{\circ} 38'$ West (Mag.), a distance of 261 feet; thence to right with curve of 717 feet radius, a distance of 385 feet; thence South $66^{\circ} 23'$ West (Mag.), a distance of 106 feet; thence to left with curve of 717 feet radius, a distance of 491 feet; thence South $27^{\circ} 13'$ West (Mag.), a distance of 920 feet; thence to left with curve of 284 feet radius, a distance of 190 feet to the South line of the Northwest quarter of the Southwest quarter of Section 2, Township 36 North, Range 4 East, at a point 183 feet East from a stone at the Southwest corner of the Northwest quarter of the Southwest quarter of said Section 2, containing 13.31 acres, more or less; subject to crossing rights reserved to M. R. & B. T. Railway Company.

34. A strip of land for right-of-way, to be used only for railway purposes, through the Northwest quarter of Section 10, Township 36 North, Range 4 East, of the Fifth Principal Meridian, being 100 feet wide, or 50 feet on each side of the center line of Survey for railway from Deolage Shaft No. 4 to Deolage Shaft No. 5, commencing at Station 118 plus 12 of the Survey of said Railway in the East line of said Northwest quarter of said Section 10, such point of beginning being 1067 feet South of the Northeast corner of said Northwest quarter; thence to the left with curve of 1433 feet radius, a distance of 78 feet; thence South $75^{\circ} 43'$ West (Mag.), a distance of 44 feet; thence to the left with a curve of 874 feet radius, a distance of 549 feet; thence South $24^{\circ} 52'$ West (Mag.), a distance of 118 feet; thence to the right with a curve of 717 feet radius, a distance of 615 feet; thence South $74^{\circ} 2'$ West (Mag.), a distance of 1837 feet to the West line of said Section 10, such point being 2128 feet South of a stone at the Northwest corner of said Section 10, containing 6.76 acres, more or less; subject to crossing rights reserved to the M. R. & B. T. Railway Company;

35. A strip of land for right-of-way, to be used for switching purposes only, beginning at a point on the line between Surveys No. 3092 and 870, Township 37 North, Range 5 East, at the intersection of said Survey line with the Western boundary line of the M. R. & B. T. Railway, 100 feet of right-of-way South of the Northeast corner of Survey No. 870, thence South $7-1/3^{\circ}$ West with the line between Surveys No. 3092 and 870 for a distance of 428 feet; thence South $82-1/3^{\circ}$ East 220 feet to the Western boundary line of the M. R. & B. T. Railway right-of-way; thence

in a Northwesterly direction with the line of said right-of-way 480 feet to the place of beginning, containing 1 acre and 7/100 of an acre;

excepting, however, from this conveyance, the surface rights to the following described lots, tracts, or parcels of land, which surface rights were conveyed by the said Desloge Consolidated Lead Company, to-wit:

(a) A strip of land 100 ft. in width, deeded for right-of-way to M. B. & B. T. Railway Company, running over and through the Northeast corner of U. S. Survey No. 870, and more particularly described as follows, to-wit: Beginning at Station 210 plus 98 of said Railroad, and running thence to Station 211 plus 03 of said Railroad, containing 8/100 of an acre, as shown by the map and profile of said Railway on file in the Office of the Clerk of the County Court of said County of St. Francois.

(b) The following described lot or parcel of land lying and situate in the said County of St. Francois, to-wit: Lot 1 and part of Lot 2 in Block 22, having together a frontage of 100 feet on First Street by a depth of 120 feet to an alley on the Southeast corner of First and Soggy Streets, as laid down in the town plat of Desloge, Missouri.

(c) Starting at the Southeast corner of U. S. Survey No. 870, run North $7^{\circ} 30'$ East along and with the Easterly line of said Survey, a distance of 900 ft.; thence run Westwardly from said point and at a right angle to the said Easterly line of said Survey, a distance of 25 ft. to a point which is the beginning corner, and also the Northeast corner of the following described tract of land, to-wit: from said beginning corner run South $7^{\circ} 30'$ West on a line parallel with the Easterly line of said U. S. Survey No. 870, a distance of 200 ft.; thence run Westwardly at a right angle with the line last aforesaid 277 ft. to a point; thence run North $7^{\circ} 30'$ East at a right angle with the line last aforesaid and parallel with the Easterly line of said U. S. Survey No. 870, a distance of 200 ft.; thence at a right angle with the last described line run Eastwardly 277 ft. to the beginning corner of said tract, and being its Northeast corner as aforesaid; said tract hereby described containing $1\frac{1}{2}$ acres, more or less.

(d) Starting at the Southeast corner of U. S. Survey No. 870, run North $7^{\circ} 30'$ East along and with the Easterly line of said Survey, a distance of 700 ft.; thence run Westwardly from said point and at a right angle to said Easterly line of said Survey, a distance of 25 ft. to a point which is the beginning corner and also the Northeast corner of the following described tract of land, to-wit: from said beginning corner run South $7^{\circ} 30'$ West on a line parallel with the Easterly line of said U. S. Survey No. 870, a distance of 200 ft.; thence run Westwardly at a right angle with the line last aforesaid 277 ft. to a point; thence run North $7^{\circ} 30'$ East at a right angle with the line last aforesaid and parallel with the Easterly line of said U. S. Survey No. 870, a distance of 200 ft.; thence at a right angle with the last described line run Eastwardly 277 ft. to the beginning corner of said tract, and being its Northeast corner as aforesaid, said tract containing $1\frac{1}{2}$ acres, more or less.

(c) Lots 13, 14, 15 and 16, being 300 ft. front by 143 ft. deep, to-wit: Beginning on the Southeast corner of the county road, otherwise called Marquette Street, running Southwardly 300 ft. along Fifth Street to Lot No. 12 along Lot No. 15 Eastwardly by 143 ft. to a proposed alley, and Northwardly to Marquette Street; thence Westwardly to the point of beginning and being in Block 28 of the Addition to the Town of Desloge, Missouri, and indicated on the plat showing the Addition to said Desloge, Missouri.

(f) A strip of land for right-of-way for a power line for the transmission of electric power and stringing of wires on poles 20 ft. on, over, across and through the South part of the West half of the Northeast quarter of the Northeast quarter of Section 10, in Township 36 North, Range 4 East; this said strip beginning on the Eastern boundary line of said West half of the Northeast quarter of the Northeast quarter, a distance of about 100 ft. North of the Southeast corner thereof and running West along a blazed line to and near the public road near the Southeast corner of said tract; thence in a Southwardly direction to the Mitchell Shaft in the Southwest quarter of the Northeast quarter of said Section 10.

(g) A strip of land for right-of-way through the Southwest quarter of the Northeast quarter of Section 11, Township 36 North, Range 4 East, of the Fifth Principal Meridian, being 100 ft. wide or 50 ft. on each side of the center line of the survey from Grube Branch of the M. R. & B. T. Railway to the Mitchell Shaft in the Southwest quarter of the Northeast quarter of Section 10, Township 36 North, Range 4 East, commencing at Station 34 plus 38 of said Survey in the North line of said tract of land and 38 ft. West on said line from the Northeast corner of said Southwest quarter of the Northeast quarter of said Section 11; running thence South 35° 20' West (Magnetic) 1388 ft. to Station 40 plus 93 of said Survey; thence by curve to right having a radius of 717 ft., a distance of 277 ft. to the South line of said Southwest quarter of the Northeast quarter, a distance of 163 ft. East from the Southwest corner of said 40 acre tract, containing 4.21 acres, more or less, and also a strip of land for right-of-way from the Northeast quarter of the Southeast quarter and the Southeast quarter of the Northeast quarter, section 10, Township 36 North, Range 4 East, of the Fifth Principal Meridian, 100 ft. wide or 50 ft. on each side of the Survey from the Grube Branch of the M. R. & B. T. Railway to the Mitchell Shaft in the Southwest quarter of the Northeast quarter of Section 10, Township 36 North, Range 4 East, commencing at Station 64 plus 38 in the East line of said Northeast quarter of the Southeast quarter of said Section 10, and which point is 69 ft. South of the Northeast corner thereof; running thence by curve to right having a radius of 717 ft., a distance of 370 ft. to Station 88 plus 08 of said Survey; thence North 79° 27' West (Mag.), a distance of 714 ft. to the West boundary line of said Southeast quarter of the Northeast quarter of said Section 10, containing 3.29 acres, more or less.

(h) Lot 1 and part of Lot 2 in Block 20, having frontage of 128 ft. on First Street by a depth of 120 ft. to an alley as shown on the plat of Desloge, Missouri.

(i) Lot 8, Block 20, 75 x 140 ft. deep in the town of Desloge, County of St. Francois, Missouri, on the Northwest corner of Third and Mine Street as per plat of said town. The above described Lot shall be used for erection thereon of a Greek Catholic Church, pastoral residence and purposes of aforesaid religious denomination only, upon conditions set forth in deed recorded in Book 60, page 426, of the Records of said St. Francois County;

(j) Beginning at a point 900 ft. Northerly from the Southeast corner of Survey No. 870 in said Survey line and 25 ft. Westwardly at right angles to said Survey line; thence South $7^{\circ} 30'$ West, a distance of 200 ft.; thence at right angles with said Survey line 277 ft.; thence parallel with said Survey line 200 ft.; thence at right angles with said Survey line 277 ft. to the place of beginning, containing $1\frac{1}{2}$ acres, more or less, to be used for burial purposes only.

(k) Lot 7, Block 20, fronting 75 ft. on Third Street by a depth of 140 ft. as laid down on the town plat of Desloge, Missouri, The above described lot joins a lot upon which stands the Greek Catholic Church. The purpose for which the lot is to be used is for pastoral residence to said Church and no other purpose, upon conditions set forth in deed recorded in Book 60, page 533, of the records of said St. Francois County.

(l) Start at the Northeast corner of U. S. Survey No. 870 and run thence South $7\frac{1}{2}^{\circ}$ West 680 ft.; run thence at right angles Westwardly, a distance of 352.3 ft. to the Southeast corner of said Lot 12 for a point of beginning; thence Northwardly along the West line of Second Street 300 ft.; thence at right angles Westwardly 300 ft. to East line of Third Street; thence Southwardly along the East line of Third Street 300 ft. to Boggy Street, being the Southwest corner of said Block 12; thence Eastwardly along the line of Boggy Street 300 ft. to the place of beginning.

(m) Lots 1 and 2 in Block 20 of Desloge, Missouri, as shown on the plat of Desloge town made by the Desloge Consolidated Lead Co., said lots having each a frontage of 75 ft. on Third Street and 143 ft. on Boggy Streets, being the Northeast corner of Third and Boggy Streets in U. S. Survey No. 870 with a frame building on said premises.

(n) The Right to erect and maintain poles, wires, etc., over that portion of Randolph Township consisting of Lots 11/28 and Blocks 29 and 30, the same being bounded on the North by Depot Street, on the South by Mine and Joe Street, on the West by Eighth Street and on the East by First Street.

(o) The surface rights only of a tract of land beginning at a point on the North line of Lot 11, bearing South $62^{\circ} 30'$ East 1265.5 ft. from the Northwest corner of said Lot 11 in U. S. Survey 3092, Township 36 North, Range 6 East of the Fifth Principal Meridian; thence North $60^{\circ} 41'$ East, a

distance of 145 ft. to a point 40 ft. to the left of Station 5 plus 90; thence North 29° 19' West for a distance of 60 ft. to a point, said point being 100 ft. to left of Station 5 plus 90; thence North 60° 41' East for a distance of 20 ft. to a point; thence South 29° 19' East for a distance of 60 ft. to a point, said point being 40 ft. to the left of Station 6 plus 10; thence North 60° 41' East for a distance of 35 ft. to a point in the center of county road; thence bearing South 21° 00' East for a distance of 120 ft., more or less, to the Southwest corner of the Sallie Highloy tract, said point being on the North line of Lot 11 of U. S. Survey 3092, St. Francois County, Missouri; thence North 82° 30' West on the North line of said Lot 11, 65 ft. to station 43 on the center line of Route 32; Missouri State Highway; thence continuing North 82° 30' West on said line of Lot 11, 68 ft. to a point of beginning, all being situate in U. S. Survey 3092, Township 36 North, Range 6 East, of the Fifth Principal Meridian, St. Francois County, Missouri, containing in all 0.179 acres, more or less, said surface rights having been conveyed by the Desloge Consolidated Lead Company by right-of-way deed recorded in Book 161, at page 550, of the Records of St. Francois County, Missouri.

(p) Lot 1, Block 13, as shown on the town plat of Desloge, St. Francois County, Missouri.

But it is intended to hereby convey to the party of the Second Part, its successors and assigns, forever, not only the complete title to the lands and interests hereinabove described, subject only to said surface rights, but also all of the title, rights and re of the Desloge Consolidated Lead Company and/or of the above parties of the First Part against the respective owners of said surface rights.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances, immunities, and improvements thereunto belonging, or in any way appertaining unto, the said party of the Second Part, and unto its successors and assigns forever.

IN WITNESS WHEREOF, the said parties of the First Part have hereunto set their hands the day and year first above written.

Firmin V. Desloge

John F. Vallo

Firmin D. Fusz

Eugene A. Fusz

Joseph Desloge

Vincent P. King

Statutory Trustees of Desloge Consolidated Lead Company, a dissolved corporation.

STATE OF MISSOURI)
CITY OF ST. LOUIS) ss.

On this, the 21st day of January, 1931, before me personally appeared FIRMIN V. DESLOGE, JOHN F. VALLE, FIRMIN D. FUSZ, EUGENE A. FUSZ, JOSEPH DESLOGE, and VINCENT P. KING, who acknowledged to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, as Statutory Trustees

SPECIAL WARRANTY DEED

THIS DEED, made and entered into this 26th day of JUNE, 1972, by and between ST. JOE MINERALS CORPORATION, (formerly St. Joseph Lead Company), a corporation organized under the laws of the State of New York, party of the first part, and COUNTY OF ST. FRANCOIS (mailing address Courthouse, Farmington, Missouri, 63640); party of the second part;

WITNESSETH, that the said party of the first part does by these presents GIVE, GRANT, CONVEY AND CONFIRM unto the said party of the second part the SURFACE RIGHTS ONLY in and to the following described real estate, situate in the County of St. Francois, State of Missouri, to-wit:

A tract of land containing 4.68 acres, more or less, in Fractional Section 25, 8.33 acres, more or less, in Fractional Section 26, 14.91 acres, more or less, in Fractional Section 35, 39.07 acres, more or less, in Fractional Section 36, 11.10 acres, more or less, in U. S. Survey No. 870, 355.04 acres, more or less, in U. S. Survey No. 2164, and 70.69 acres, more or less, in U. S. Survey No. 3176, all in Township 37 North, Range 4 East, more particularly described in follows: Beginning at an iron pin on the north side of a private road, said iron pin being located 2326.31 feet South of and 6157.18 feet East of the northwest corner of said U. S. Survey No. 3176; thence following the north side of said private road S. 83° 38' W. 715.35 feet to an iron pin and S. 65° 49' W. 902.70 feet to an iron pin; thence departing from the north side of said road, N. 45° 03' W. 385.60 feet to an iron pin, thence N. 1° 09' E. 1043.35 feet to an iron pin, thence N. 85° 19' W. 220.56 feet to an iron pin; thence continuing N. 85° 19' W. approximately 75 feet to a point on the eastern bank of Big River; thence following said eastern bank of Big River in a northwesterly direction approximately 1110 feet to a point on the dividing line between said U. S. Survey No. 3176 and said Fractional Section 35; thence continuing along said eastern bank of Big River, in a northwesterly direction, for a distance of approximately 1350 feet to a point on the dividing line between said Fractional Sections 35 and 26; thence continuing along said eastern bank of Big River, in a northwesterly direction, for a distance of approximately 410 feet, to a point on the dividing line between said Fractional Section 26 and said U. S. Survey No. 2164; thence continuing along the eastern and southern banks of Big River, in a northwestwardly, northeastwardly, eastwardly and southeastwardly direction for a distance of approximately 9360 feet to point of intersection of the southern bank of Big River with the eastern boundary line of said U. S. Survey No. 2164; thence following said eastern boundary line of said U. S. Survey 2164, in a southwardly direction, for a distance of approximately 3035 feet to point of intersection of said Survey line with the west bank of Big River; thence continuing in a southwardly direction, along the west bank of Big River, for a distance of approximately 415 feet to point of intersection of said western bank with a point in the dividing line between said U. S. Survey No. 2164 and said Fractional Section 25; thence continuing in a southwardly direction, along said western bank of Big River,

for a distance of approximately 40 feet, to point of intersection of said western bank with a point on the dividing line between said Fractional Section 25 and said Fractional Section 36; thence continuing in a southwardly and southeastwardly direction, along the western and southern banks of Big River, for a distance of approximately 975 feet to a point on said southern bank of Big River, which point bears N. 16° 38' W. a distance of 2098.91 feet from the beginning point of the tract hereby conveyed; thence departing from the bank of Big River, S. 16° 38' E. 2098.91 feet to point of beginning and containing in the aggregate 503.82 acres, more or less. Together with all timber, wood, rocks and tailings located on said surface rights.

Party of the second part assumes all future duties, liabilities and obligations of ownership.

The grantor reserves unto itself, its successors and assigns, an easement for its power lines which are now in place across the above described tract of land, together with the right of ingress and egress over said tract for the purpose of maintaining, making repairs to, making connections to, replacing or removing said power lines.

No right, title or interest is intended to be conveyed by this instrument in and to any part of the private road above mentioned.

It is hereby expressly agreed and understood that the grantor herein, its successors and assigns, retains for its own use and benefit all the ores, minerals and valuable deposits found or deposited beneath the surface of the hereby conveyed premises, with the full, free and unrestricted right and privilege at any time hereafter to mine and remove said ores, minerals and other valuable deposits therefrom, including the right to prospect therefor, and to sink shafts and to use so much of the surface of the hereby conveyed premises as may be necessary or convenient in mining operations, either for the purpose of connecting by road or railway any such shaft with other shafts or with the mills or other concentrating works of grantor, and the further right of doing, in a proper manner, any act upon the surface of the hereby conveyed premises which said grantor may deem necessary or desirable to fully enjoy its mining rights in and upon said premises. But it is further understood and agreed that for all damages that may be done to the surface of the hereby conveyed premises or to any permitted building or structure thereon, in the carrying out of any or all of the purposes and rights reserved, the said grantor shall pay the grantee a reasonable amount, to be agreed upon for such damages; and in the event they fail to agree, then the damages so sustained shall be determined by three appraisers, one appointed

by each of the parties interested and the third by the two so selected, and the decision of such appraisers as to such damages shall be final and binding upon the parties, the expense of such appraisal to be borne equally by the said two parties.

TO HAVE AND TO HOLD, the surface of the premises and the property aforesaid, together with all rights and appurtenances to the same belonging unto the said party of the second part, forever, subject to the terms, conditions, restrictions, covenants and reservations above set forth and to those referred to and of record. The said party of the first part hereby covenanting that it shall and will warrant and defend the title to the surface of said premises unto the said party of the second part, against the lawful claims of all persons whomsoever, excepting the terms, conditions, restrictions, covenants and reservations above set forth and those referred to and of record.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed by its Vice President and attested by its Secretary and its corporate seal to be hereto affixed the day and year first above written.

ST. JOE MINERALS CORPORATION,
By [Signature]
Vice President

Attest:
[Signature]
Secretary

[illegible]

BOOK 53 PAGE 151

On this 10th day of June, 1972, before me appeared Peter B. Halle, to me personally known, who being duly sworn, did say that he is the Vice President of the St. Joe Minerals Corporation, a corporation of the State of New York, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Peter B. Halle acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set
my hand and affixed my notarial seal at New York,
New York, the day and year last above written.

My term expires March 30, 1973.

Samuel H. Underhill
Notary Public

NYC: [illegible] New York
 Question: [illegible]
 Can you [illegible] New York County
 [illegible] [illegible] [illegible]

7. 11 29 June
538 158

W.C. ²⁹ Kamen ^{June} ²² ^{James} ^{James}

Subject to the restrictions and reservations that St. Joe Minerals Corporation, formerly St. Joseph Lead Company, has reserved of record unto itself, its successors and assigns, an easement for power lines which are now in place across the above described tract of land, together with the right of ingress and egress over said tract for the purpose of maintaining, making repairs to, making connection to, replacing or removing said power lines.

Subject also to certain restrictions and reservations of a private road and the reservation of said mineral rights as set out in a deed dated 26th day of June, 1972, by and between St. Joe Minerals Corporation and the County of St. Francois, as recorded in Book 579 at page 158 through 161, of the Land Records in the Recorder's Office of St. Francois County, Missouri.

It is expressly agreed and understood by and between the parties that if the second party should ever cease using the above described land for a sanitary land fill operation, or for recycling of solid waste materials, that all rights, title and interest to said land shall then revert to and vest in the party of the first part.

TO HAVE AND TO HOLD, the surface of the premises and the property aforesaid, together with all rights and appurtenances to the same belonging unto the said party of the second part, forever, subject to the terms, conditions, restrictions, covenants and reservations above set forth and to those referred to and of record. The said party of the first part hereby covenanting that it shall and will warrant and defend the title to the surface of said premises unto the said party of the second part, against the lawful claims of all persons whomsoever, excepting the terms, conditions, restrictions, covenants and reservations above set forth and those referred to and of record.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed by the Presiding Judge of the County of St. Francois, Missouri, and attested by its County Clerk, and county clerk's seal to be hereto affixed, the day and year first above written.

ST. FRANCOIS COUNTY

BY

Elliott Straughan
Elliott Straughan,
Presiding Judge of County Court.

ATTEST:

Colleen Hulsey
Colleen Hulsey,
County Clerk.

STATE OF MISSOURI }
COUNTY OF ST. FRANCOIS) ss.

On this 16 day of May, 1973, before me appeared Elizabeth Straughan, to me personally known, who being duly sworn, did say he is the Presiding Judge of County Court, of St. Francois County, Missouri, and that the seal affixed to the foregoing instrument is the seal of said Court, and that said instrument was signed and acknowledged in behalf of said Court, and said Elizabeth Straughan acknowledged said instrument to be the free act and deed of said Court.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year last above written.

Shelley Hubert
Notary Public

My term expires:

Dec 31 - 1974

FILED
11 59 AM - 10. A.

MAY 16 1973

Shelley Hubert

STATE OF MISSOURI
COUNTY OF ST. FRANCOIS
I, M. C. Korman, Recorder of Bonds of said County, do hereby certify that the within instrument of writing was on the 16 day of May A.D. 1973 at 11 o'clock 59 minutes PM duly filed for record, and is now recorded in the Records of this office in Book 579 at page 167.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Paris Mo. this 16 day of May A.D. 1973.
M. C. Korman Theresa James
Recorder Deputy

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that ST. FRANCOIS COUNTY ENVIRONMENTAL CORPORATION, a Missouri not for profit corporation, its successors and assigns hereinafter referred to as Grantor, whether one or more-and whether an individual, individuals, or a corporation, for and in consideration of the sum of THREE-THOUSAND and No/100ths -- Dollars (\$3,000.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, does hereby grant unto UNION ELECTRIC COMPANY, a Missouri corporation, its successors, assigns, licensees, agents, lessees, contractors, sub-contractors and tenants (hereinafter referred to as "Grantee"), the perpetual right and easement to construct, reconstruct, use, operate, maintain, add to the number of and patrol an electric or telephone and communication line or lines, or both, consisting of poles, guys, anchors, wires, cables, fixtures, and appurtenances thereto, including transformers, on, over, across, or under the following described land, to-wit:

A thirty (30) foot wide strip of land being part of a tract of land containing 4.68 acres, more or less, in Fractional Section 25, 8.33 acres, more or less, in Fractional Section 26, 14.91 acres, more or less, in Fractional Section 35, 39.07 acres, more or less, in Fractional Section 36, 11.10 acres, more or less, in U. S. Survey 870, 35504 acres, more or less, in U. S. Survey 2164, and 70.69 acres, more or less, in U. S. Survey 3176, all in Township 37 North, Range 4 East, St. Francois County, Missouri; as described in deed recorded in Book 558, Page 158 of the St. Francois County, Missouri, Records. Commencing at an iron pin on the north side of a private road, said iron pin being located two thousand three hundred twenty six and thirty one hundredths (2,326.31) feet south of and six thousand one hundred fifty seven and eighteen hundredths (6,157.18) feet east of the northwest corner of said U. S. Survey 3176; thence following the north side of said private road South 83 degrees 38 minutes West, seven hundred fifteen and thirty five hundredths (715.35) feet to an iron pin and South 65 degrees 49 minutes West, nine hundred two and seventy hundredths (902.70) feet to an iron pin; thence departing from the north side of said road, North 45 degrees 03 minutes West, three hundred eighty five and sixty hundredths (385.60) feet to an iron pin; thence North 01 degrees 09 minutes East, one thousand forty three and thirty five hundredths (1,043.35) feet to an iron pin; thence North 85 degrees 19 minutes West, ninety five (95) feet to the POINT OF BEGINNING of the centerline of said thirty (30) foot wide strip of land; thence North 0 degrees 46 minutes West along the former St. Joseph Lead Company power line a distance of two thousand seventy (2,070) feet, more or less; thence departing from said former power line of St. Joseph Lead Company, North 42 degrees 43 minutes West, one thousand one hundred sixty four (1,164) feet, more or less; thence North 25 degrees 0 minutes West, seven hundred twenty three (723) feet, more or less; thence North 0 degrees 30 minutes East, one thousand two hundred seventy two (1,272) feet, more or less; thence North 48 degrees 09 minutes East, one thousand thirty eight (1,038) feet, more or less; thence North 15 degrees 26 minutes East, eight hundred sixty (860) feet, more or less, to the centerline of Big River.

with the right of ingress and egress to and over the above described premises and the premises of Grantor adjoining the same, for all purposes herein stated, together with the right to trim or cut down or cause to be trimmed or cut down at any time and from time to time, any and all brush, saplings, trees, over-hanging branches or other obstructions upon said premises and the premises of Grantor adjoining the same which may be deemed to interfere with the construction, maintenance or use of, or endanger the safety of, said line or lines; and the right to license, permit or

otherwise agree to the use or occupancy of said line or lines by any other person, association or corporation for electric, telephone and communication purposes; and with the further right to remove at any time any or all of the said line or lines, and appurtenances thereto, erected upon, over or under said land by virtue hereof.

Grantor, for itself, its heirs, successors and assigns, does hereby warrant and covenant unto Grantee (1) that it is the owner of the above described land and has full right and authority validly to grant this easement, (2) that Grantee may quietly enjoy the premises for the purposes herein stated, and (3) that it will not create or permit any obstruction of any kind or character that will interfere with the successful operation and maintenance of said line or lines for any of the purposes aforesaid.

IN WITNESS WHEREOF, said ST. FRANCOIS COUNTY ENVIRONMENTAL CORPORATION has caused these presents to be signed by its President and the corporate seal hereunto affixed at ST. FRANCOIS COUNTY, MISSOURI this 22ND day of OCTOBER, 1981.

ST. FRANCOIS COUNTY
ENVIRONMENTAL CORPORATION

Gayle Blackwell
Title: GAYLE BLACKWELL
PRESIDENT

ATTEST:

John R. Cavanaugh
Title: Secretary - Finance
JOHN R. CAVANAUGH

STATE OF MISSOURI)

COUNTY of ST. FRANCOIS) ss

On this 22ND day of OCTOBER, 1981, before me appeared GAYLE BLACKWELL to me personally known, who, being by me duly sworn, did say that he is President of St. Francois County Environmental Corporation and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said GAYLE BLACKWELL acknowledged said instrument to be the free act and deed of said corporation.

My Commission expires _____

Ronald D. Lauff
Notary Public

RONALD D. LAUFF
NOTARY PUBLIC, STATE OF MISSOURI
MY COMMISSION EXPIRES FEB. 22, 1983
CITY OF ST. LOUIS

State of Missouri)
County of St. Francois)

I hereby certify that this instrument was FILED FOR RECORD at the date and time shown hereon and is recorded in Book 976 Page 111.

M. C. KENNON
Recorder of Deeds
Theresa Thomas
Deputy

FILED
10 OCT 25 1981

OCT 23 1981

M. C. KENNON
By Theresa Thomas

Filed

BK 165

at page

565

566

St. Joseph Lead Company,

To

Mississippi River Fuel Corporation.

WITNESSES

THIS AGREEMENT, made this 12th day of January, 1921, by and between ST. JOSEPH LEAD COMPANY, a corporation of the State of New York, party of the first part, and MISSISSIPPI RIVER FUEL CORPORATION, a Delaware corporation, authorized and doing business under the laws of the State of Delaware, party of the second part;

the said party of the first part, for and in consideration of the sum of ONE DOLLAR, to it paid by the party of the second part, the receipt of which is hereby acknowledged, doth hereby grant, bargain, sell and convey unto second party, its successors and assigns, a right of way, or easement, and the right, from time to time, to thereon construct, reconstruct, replace, remove, maintain, repair, operate, change the size of, at its election, to remove therefrom a single line of pipe, or pipe line, not exceeding (3) inches in diameter, for the transportation of gas, and to place, replace, maintain and renew gate valves and/or such other equipment as is or may be necessary for the operation thereof, over, upon, under and across the lands of first party, and the sub-surface rights and privileges owned and held by first part in certain other lands, the whole thereof and being in St. Francis County, State of Missouri, and situate, respectively, in (a) Section Survey No. 870, Township 37 North, Range 4 and 5 East; (b) United States Survey No. 3176, 2164, 467, and Fractional Parts of Sections 26, 25, 23 and 14, Township 37 North, Range 4 East; (c) United States Survey No. 870, Townships 36 and 37 North, Range 4 and 5 East, and 874 of 874 Fractional Section 7, Township 36 North, Range 5 East; and (d) United States Survey No. 3272, Township 36 North, Range 5 East; the route of said right of way or easement, and the line laid, or to be laid thereon, being more definitely fixed and identified by the red and yellow lines shown on the blue prints hereto attached and made part hereof respectively designated as Exhibits "A", "B", "C" and "D"; the red shades also indicate lands owned by first party in fee, and the yellow shades the lands in which it owns and holds the sub-surface rights and privileges.

Together with the right of ingress and egress to and from said right of way, easement, and to and from said line, other equipment, or any of them, for the purposes aforesaid. It is understood that any pipe line laid under this grant shall be buried to such depth as will not interfere with the ordinary use or cultivation of said lands, and the party shall always have the right to fully use and enjoy the above described premises, as to the rights hereinbefore granted.

It is understood and agreed that if at any time the line laid, or be proposed to be laid under this grant, shall interfere with any permanent improvements hereafter made on said land, for railroad or other industrial purposes, then, and in that event, on request of the owner of the lands, the party of the second part, its successors or assigns, will at its own cost and expense, and within sixty (60) days from the date of such request, remove the same, its said pipe line and equipment, and thereafter commence and prosecute work of its removal to such new location with all due diligence.

The party of the second part hereby agrees to pay reasonable damages which may arise to crops, timber, fences or buildings of said first party from the exercise of the rights herein granted; said damages, if not mutually agreed upon, to be ascertained, determined and fully settled upon by three (3) disinterested persons, one (1) thereof to be appointed by the first party, one (1) by the second party, and the third (3rd) by the two (2) so appointed, and the award of the amount of the damages, so fixed by such three (3) persons, or two (2) of them, shall be final and conclusive.

The rights and privileges, conditions and obligations of this agreement, which are and are to be considered in the nature of covenants running with the land, shall extend to and be binding upon the legal representatives, successors and assigns of the parties hereto, respectively.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their proper officers, each therunto duly authorized, and their corporate seals affixed, the day and year first above written.

ATTEST:

Leonidas H. Benson

Secretary

(Corporate Seal)

ST. JOSEPH LEAD COMPANY

By Clinton H. Crano

President

ATTEST:

E. E. Magall

ASSISTANT Secretary

(Corporate Seal)

MISSISSIPPI RIVER FUEL CORP. ATTN:

By Christy Payne

President

STATE OF New York)
) ss:
COUNTY OF New York)

On this 12th day of January, 1931, before me appeared Clinton H. Crano, to me personally known, who, being duly sworn, did say that he is the President of ST. JOSEPH LEAD COMPANY, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Clinton H. Crano acknowledged said instrument as the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in New York City, the day and year first above written.

My Commission expires March 30, 1931.

(Seal)

Elsie C. Harwood
Notary Public
County of Kings, State of New York
NOTARY PUBLIC, KINGS Co. No. 411
CERTIFICATE FILED NEW YORK Co. No. 15
REGISTER'S NO. KINGS Co. No. 10, NEW YORK Co. No. 1414
MY COMMISSION EXPIRES MARCH 30TH, 1931

STATE OF New York)
) ss:
COUNTY OF New York)

On this 6th day of February, 1931, before me appeared Christy Payne, to me personally known, who, being duly sworn, did say that he is the President of MISSISSIPPI RIVER FUEL CORPORATION, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Christy Payne acknowledged said instrument as the free act and deed of said corporation.

Buyer shall have right to remove all cut timber from land after expiration of contract.

The Seller by the terms of this agreement permits the laborers and employees of the Buyer to enter upon said land to cut and remove said timber from said land and to have a right of way through and across said lands, and to use all necessary wagons, teams, trucks and trailers to haul said timber off said land and guarantee Buyer right of egress and regress to timber at all times during term of contract.

Stumps shall be cut so that their height shall not exceed the diameter of the tree, and shall not exceed 12" for diameters of 12" and over.

Small timber shall be protected against unnecessary injury. All fences shall be left in as good condition as found by Buyer.

It is further agreed and understood by both parties as follows: In case of dispute over any terms of this contract, final decision will rest with a reputable and qualified person mutually agreed upon by both Buyer and Seller.

In Witness Whereof the parties hereto have hereunto set their hand and seals this 13th day of April 1946.

WITNESSES:

J. E. McConrath

State of Missouri)
County of St. Francois) ss

On this 13th day of April 1946 before me personally appeared J. E. McConrath to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal. My Commission expires January 13th, 1950.
(REAL)

Edna Garner, Notary Public

Filed for Record this 17 day of April A. D. 1946 at 9 o'clock 40 minutes A. M.

Forrest Robinson, Recorder

RIGHT OF WAY GRANT

THIS AGREEMENT, made this 8th day of April, 1946, by and between St. Joseph Lead Company, a corporation of the State of New York, party of the first part, and Mississippi River Fuel Corporation, a Delaware corporation, authorizes and doing business under the laws of the State of Missouri, party of the second part;

WITNESSETH: The said party of the first part, for and in consideration of the sum of One Dollar, to it paid by the Party of the second part, the receipt of which is hereby acknowledged, doth hereby grant, bargain, sell and convey unto second party, its successors and assigns, a right of way, or easement, and the right, from time to time, to thereon lay, construct, reconstruct, replace, renew, maintain, repair, operate, change the size of, and, at its election, to remove therefrom a single line of pipe, or pipe line, not to exceed eight (8) inches in diameter, for the transportation of gas; and to place, replace, maintain operate and remove gate valves and/or such other equipment as is or may be necessary for the operation thereof, over, upon, under and across the lands of first part, and the sub-surface rights and privileges owned and held by first party in certain other lands, the whole thereof being in St. Francois County, State of Missouri, and situate and described as follows, to-wit:

A relocation of a portion of line A-67, a 4-inch natural gas pipe line, to connect from the existing line A-67 at a point near Station 28 / 37.6; thence running in a northeasterly direction, across Big River; thence along and adjacent to the West bank of said river; thence following the general upstream direction of said river; on the outside and around the North and East banks of said river; and to extend to and to tie-in to the existing line A-67 at a point near Station 101 / 21, said relocated section estimated for a distance of 12,000 feet, more or less; in U. S. Survey No. 878, 14 U. S. Survey No. 3176, Section 33, Section 26, and U. S. Survey No. 2164, all in Township 37 North, Range 4 East;

more specifically located and is ascertained with blue prints of drawing, indicated in red and marked as "Plan 2", dated October 9, 1943, copies of which were approved on March 26, 1946, by and are in the possession of the parties hereto.

Together with the right of ingress and egress to and from said right of way or easement, and to and from said line, other equipment, or any of them, for the purposes aforesaid. It is understood that any pipe line laid under this grant shall be buried to such depth as will not interfere with the ordinary use or cultivation of said lands, and that first party shall always have the right to fully use and enjoy the above described premises, except as to the rights hereinafter granted.

It is understood and agreed that if at any time the line laid, or so proposed to be laid under this grant, shall interfere with any permanent improvements hereafter made on said land, for railroad or other industrial purposes, then, and in that event, on request of the then owners of the lands, the party of the second part, its successors or assigns, will, at its own cost and expense, and within sixty (60) days from the date of such request, relocate, or the premises, its said pipe line and equipment, and thereafter commence and prosecute the work of its removal to such new location with all due diligence.

The party of the second part hereby agrees to pay reasonable damages which may arise to crops, timber, fences or buildings of said first party from the exercise of the rights herein granted; said damages, if not mutually agreed upon, to be ascertained, determined and fully settled upon by three (3) disinterested persons, one (1) thereof to be appointed by the first party, one (1) by the second party, and the third (3rd) by the two (2) so appointed, and the record of the amount of the damages, as fixed by such three (3) persons, or two (2) of them, shall be final and conclusive.

The rights and privileges, conditions and obligations of this agreement, which are and are to be considered in the nature of covenants running with the land, shall extend to and be binding upon the legal representatives, successors and assigns of the parties hereto, respectively.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their proper officers, each thereto duly authorized, and their corporate seals affixed, the day and year first above written.

Attest:

G. I. Briden
Secretary

(SEAL)

Attest:

Ronald M. Vorheysen
Assistant Secretary

(SEAL)

State of New York }
County of New York }

ST. JOSEPH LEAD COMPANY

By Andrew Fletcher
Vice-President

MISSISSIPPI RIVER FUEL CORPORATION

By William C. Harbury
Vice-President

On this 8th day of April, 1946, before me appeared Andrew Fletcher, to me personally known, who, being duly sworn, did say that he is the Vice-President of St. Joseph Lead Company, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said cor-

operation by authority of its Board of Directors, and said Andrew Fletcher acknowledged said instrument as the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in New York, N. Y., the day and year first above written.

My Commission Expires:
March 30, 1917

(seal)

Elmer C. Harwood
Notary Public, Kings Co. No. 320
Certificate filed New York Co.
No. 41 Register's No. Kings Co.
133-M-7, New York Co. No. 229-M-7
My Commission Expires March 30th, 1917

State of Missouri)
City of St. Louis) ss

On this 12th day of April, 1916, before me appeared Wm. O. Marbury, to me personally known, who, being duly sworn, did say that he is the Vice-President of Mississippi River Fuel Corporation, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Wm. O. Marbury acknowledged said instrument as the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in St. Louis, Mo., the day and year first above written.

My Commission Expires:

Feb. 8th, 1950

(seal)

J. W. Pollock
Notary Public
City of St. Louis, State of Missouri

Filed for Record this 17 day of April A. D. 1916 at 9 o'clock 42 minutes A. M.

Forrest Robinson, Recorder

WARRANTY DEED

M. B. Dumas and Ada Dumas his wife to Haud S. Wood

This Indenture, made on the 1st day of April A.D. One Thousand Nine Hundred and Forty six by and between M. B. Dumas and Ada Dumas his wife of St. Francois County Missouri parties of the first part, and Haud S. Wood of the County of St. Francois in the State of Missouri party of the second part, WITNESSETH, that the said parties of the first part, consideration of the sum of One Thousand and no/100-----Dollars, to them paid by the said party of the second part, the receipt of which is hereby acknowledged, do by these presents, GRANT, SET OVER AND SELL, CONVEY AND RELINQUISH, unto the said party of the second part, her heirs and assigns, all right, title and interest in the following described lots, tracts or parcels of land, lying, being and situate in the County of St. Francois and State of Missouri, to-wit: All of the Surface Rights Only in and to Lot Seven (7), in Block Eleven (11), as shown on a plat of the town of Bethor, said plat being recorded at page 81 in Plat Book 5 of the land records of St. Francois County Missouri

Subject, however, to all the conditions and reservations contained in Special Warranty Deed dated March 23, 1938 from the St. Joseph Land Co. to Leo Hise and recorded in Book 187 at Page 883 of the Land Records of St. Francois County, Missouri.

TO HAVE AND TO HOLD the same, with all and singular and privileges and immunities thereto belonging, as fully as the same are now held by said parties of the first part, unto the said party of the second part, and unto her heirs and assigns FOREVER: the said parties of the first part by these presents, for themselves and their heirs.

Margaret Milford,

To

V. J. Milidge.

WITNESSES.

THIS INSTRUMENT. Made on the 7th day of June, A. D. One thousand Five Hundred and Twenty by and between Margaret Milford, single and unmarried of the City of St. Louis and State of Missouri, party of the first part and V. J. Milidge of St. Francis County and State of Missouri, party of the second part;

WITNESSETH. That the said party of the first part, in consideration of the sum of One Hundred Dollars and other valuable considerations to her paid by the said party of the second part, the receipt of which is hereby acknowledged, does by these presents, Grant, Bargain and Sell, Convey and Confirm, unto the said party of the second part his heirs and assigns, the following described Lots, Tracts or Portions of Land, lying, being and situate in the County of St. Francis and State of Missouri, to-wit:

TRACT NO. 1.

A part of Survey No. 2108, originally confirmed to Reckiel Bates, to-wit:

Beginning at the Northwest corner of said Survey, running thence South 27 degrees East fifty one chains to a post; thence East seven chains and fifty links to a crooked black oak, thence South 3 degrees East twenty-nine chains and sixty links to a Buckeye tree, thence West to the Southwest corner of said Survey, thence North to the place of beginning containing 184.32 acres.

TRACT NO. 2

A portion of the Northwest quarter of the Northeast quarter of fractional Section 36 in Township 37 North of Range 4 East, being all that part of said fractional Section lying on North side of Big River being the same on which the dwelling house stands, containing 4 acres, more or less.

TRACT NO. 3.

All of 40.84 acres, more or less in Survey No. 2108 in Township 37 North Range 4 East, beginning 11 chains and 5 links East of the Northwest corner of said Survey at a stone from which a Black Oak five inches in diameter bears South 88 degrees East 18 links, a Black Oak 8 inches in diameter South 31 degrees East 9 links, thence South 27 degrees East 83 chains and 24 links to a stone, thence North 89 degrees East 8 chains and 40 links to a stone from which a cedar tree four inches in diameter bears North 88 degrees East 470 links, thence North 11 degrees East 4 chains to a stone from which a white Oak 30 inches in diameter bears North 32 degrees West 460 links, thence North 32 degrees West 40 chains, and 80 links to the North boundary line of a Hickory tree 8 inches in diameter bears South 15 degrees West 308 links and a Walnut 10 inches in diameter South 64 degrees East 34 links, thence North 83 degrees West 7 chains and one link to the beginning. Less 0 acres off of the above tract herebefore sold to John Yang out of the Northwest part of said tract the part hereby conveyed containing 40.84 acres, more or less.

TRACT NO. 4.

All of that portion of Survey No. 2108, in Township 37 North, Range 4 and 5

East, described as follows: Beginning at a point, (Robert Woods, Southwest corner of 2.25 chains South 27 degrees East from the Northwest corner of said Survey No. 2108 running thence South 27 degrees East 43.75 chains; thence North 83 degrees East 1 chain to the Southwest corner of the Samuel Cooksey tract; thence North 27 degrees West 42.10 chains to a stone; thence South 81 degrees West 1.20 chains to the beginning containing 47 acres, less 3 acres conveyed to Wm. C. Johnson and 2 acres conveyed to Sarah Jones, the amount herein conveyed being 42 acres, more or less.

TRACT NO. 5.

Part of Survey No. 2108, Beginning at the Northwest corner of the Robert Wood tract and the Southwest corner of the Robert Wood tract (South 27 degrees East 9.5 chains from the Northwest corner of said Survey); running thence South 27 degrees East 5.80 chains to a stone on a large rock, thence North 81 degrees East 5.18 chains to a stone, thence North 27 degrees West 5.00 chains to Robert Woods South line, thence South 81 degrees West 5.18 chains with Robert Wood's line to the beginning, containing 3 acres, more or less.

TRACT NO. 6.

All of that portion of Survey No. 2108 described as follows; to-wit:

Beginning at the point in the West boundary line of the St. Joseph Lead Co., in said Survey 6.80 chains South 27 degrees West from a point in the North boundary line of said Survey No. 2108, 18.80 chains South 83 degrees West from the Northwest corner of said Survey, said Beginning being the Southwest corner of a 5 acre tract early owned by J. R. Long, running thence North 27 degrees East 2.80 chains to a stone, thence South 73 degrees West 4 chains to a stone, thence South 27 degrees East 2.80 chains to a stone, thence North 73 degrees East 4 chains to the beginning, containing 1 acre.

TRACT NO. 7.

All of that portion of Survey No. 2108, in Township 37 North Range 4 East, described as follows, to-wit: Beginning at the Southwest corner of the Robert Wood tract in the West line of the Samuel Cooksey tract, thence running South 81 degrees West 5 chains with said Wood's line to a stone; thence South 27 degrees East 4 chains to a stone; thence North 81 degrees East 5 chains to a stone in the line between Samuel Cooksey and Robert Woods; thence North 27 degrees West 5 chains with said line to the beginning, containing 2 acres.

TRACT NO. 8.

Part of Survey 2108, confirmed to Eschiel Bates: Beginning at a Stake on the Northern boundary of said Survey, running thence North 3 degrees West 29.60 chains, thence North 83 degrees East 34.87 chains to a locust tree; thence North 1 degree East 4 chains to a stone; thence North 83 degrees East to the Eastern boundary of said Survey; thence South 4 chains to a Sugar Maple; thence South 83 degrees West to the line between Wm. and Eschiel Bates tracts to the Eastern bank of Big River;

thence up said river on the East and South side to the Southern boundary of said Survey, thence with said boundary west to the beginning, containing 50 acres, more or less.

TRACT NO. 2.

Another part of said Survey 2160, beginning at a Locust tree on Western bank of Big River on the line between the Wm. and Ledford Estate tracts; thence South 80 degrees West 22.25 chains; thence North 4 chains; thence North 00 degrees East 22.25 chains to a stone on West bank of Big River, thence South 11 degrees West 4 chains to the beginning containing 0.91 acres.

The total content of land hereby conveyed being 369.07 acres.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto the said party of the Second Part, and unto his heirs and assigns, ~~FOREVER~~, the said Margaret Milford hereby covenanting that she is lawfully seized of an indefeasible Estate in Fee in the premises herein conveyed; that she has good right to convey the same; that the said premises are free and clear of any incumbrances done or suffered by her or those under whom she claims, and that she will ~~WARRANT AND DEFEND~~ the title to the said premises unto the said party of the Second Part, and unto his heirs and assigns, ~~FOREVER~~, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF the said party of the First Part has hereunto set her hand the day and year first above written.

(I. R. Stamp)
(0201.00
M. H.
(6/7/20)

Margaret. Milford
Margaret. Milford

STATE OF MISSOURI. }
City of St. Louis. } 88.

On this 10th day of June, 1920, before me personally appeared Margaret Milford to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed. And the said Margaret Milford further declares herself to be single and unmarried.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in St. Louis, Mo., the day and year first above written.
My term expires Sept. 27th, 1921.

(SEAL) J. Maurice Goldman, Notary Public.

STATE OF MISSOURI. }
County of St. Francois. } 89.

On this 7th day of June, 1920, before me personally appeared Margaret Milford to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed. And the said Margaret Milford further declares herself to be single and unmarried.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Farmington, Mo., the day and year first above written.
My term expires Nov 28th, 1921.

(SEAL) Oscar L. Heile, Notary Public.

Robert A. Pratte

Signed and delivered in presence of us,

Anna A. Pratte

STATE OF MISSOURI }
County of St. Francois } ss.

On this 5th day of July 1923 before me personally appeared Robert A. Pratte and Anna A. Pratte his wife to me known to be the persons described in and who executed the foregoing instrument and acknowledge that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Flat River the day and year first above written.
this 5th day of July 1923.

J. L. Cleveland
Justice of the Peace.

Filed for Record this 10th day of October A. D. 1923 at 12 o'clock 10 minutes P.M.

H. E. O'Bannon, Recorder of Deeds.

W. J. Alledge & wife,

To

WARRANTY DEED.

St. Francois Co. Prospecting Co.

THIS INSTRUMENT, Made on this 29th day of February A. D. One Thousand Nine Hundred and Twenty-three by and between W. J. Alledge and Lida W. Alledge, his wife, of St. Francois County, Missouri parties of the first part, and St. Francois County, Missouri parties of the second part, do hereby certify that the same is a true and correct copy of the original instrument as the same appears from the records of said County.

Brooked Creek, thence west to the Southwest corner of said Survey, thence north to the place of beginning containing 184.32 acres.

TRACT NO. 2.

A portion of the northwest quarter of the northeast quarter of fractional Section 36 in Township 37 North of Range 4 East, being all that part of said fractional Section lying on North side of Big River being the same on which the dwelling house stands, containing 4 acres, more or less.

TRACT NO. 3.

All of 48.84 acres, more or less in Survey No. 1163 in Township 37 North Range 4 East, beginning 11 chains and 5 links east of the northwest corner of said Survey at a stone from which a black oak five inches in diameter bears south 85 degrees east 10 links, a black oak 6 inches in diameter south 31 degrees east 9 links, thence south

27 degrees East 52 chains and 14 links to a stone, thence North 88 degrees East 6 chains and 80 links to a stone from which a cedar tree four inches in diameter bears North 58 degrees East 479 links, thence North 11 degrees East 4 chains to a stone from which a white Oak 20 inches in diameter bears North 32 degrees East 404 links, thence North 32 degrees East 49 chains, and 80 links to the North boundary line of a Hickory tree 6 inches in diameter bears South 15 degrees East 306 links and a Walnut 16 inches in diameter South 66 degrees East 34 links, thence North 33 degrees East 7 chains and one link to the beginning. Less 3 acres off of the above tract heretofore sold to John Tang out of the Northwest part of said tract the part hereby conveyed containing 43.84 acres, more or less.

TRACT NO. 4.

All of that portion of Survey No. 2105, in Township 37 North, Range 4 and 5 East, described as follows: beginning at a point, (Robert Woods, Southwest corner) 9.1 chains South 27 degrees East from the Northwest corner of said Survey No. 2105, running thence South 27 degrees East 43.75 chains; thence North 08 degrees East 11.10 chains to the Southwest corner of the Samuel Cooksey tract; thence North 27 degrees East 42.10 chains to a stone; thence South 01 degrees East 11.20 chains to the beginning containing 47 acres less 3 acres conveyed to Wm. C. Johnson and 2 acres conveyed to Sarah Jones, the amount herein conveyed being 42 acres, more or less.

TRACT NO. 5.

Part of Survey No. 2105, beginning at the Northwest corner of the Robert Woods tract and the Southwest corner of the Robert Woods tract (South 27 degrees East 9.38 chains from the Northwest corner of said Survey) running thence South 27 degrees East 5.80 chains to a cross on a large rock, thence North 01 degrees East 5.18 chains to a stone, thence North 27 degrees East 5.80 chains to Robert Woods South line, thence South 81 degrees East 5.18 chains with Robert Woods line to the beginning, containing 3 acres, more or less.

TRACT NO. 6.

All of that portion of Survey No. 2105 described as follows: to wit: beginning at the point in the West boundary line of the St. Joseph Lead Co.'s land in said Survey 6.10 chains South 27 degrees East from a point in the North boundary line of said Survey No. 2105, 10.59 chains South 03 degrees East from the North West corner of said Survey, said beginning being the Southeast corner of a 5 acre tract formerly owned by J. H. Long, running thence North 27 degrees East 2.50 chains to a stone, thence South 73 degrees East 4 chains to a stone, thence South 27 degrees East 2.50 chains to a stone, thence North 73 degrees East 4 chains to the beginning, containing 1 acre.

TRACT NO. 7.

All of that portion of Survey No. 2105, in Township 37 North Range 4 East and described as follows, to wit: beginning at the Southeast corner of the Robert Woods tract in the West line of the Samuel Cooksey tract, thence running South 81 degrees East 5 chains with said Wood's line to a stone; thence South 27 degrees East 4 chains to a stone; thence North 01 degrees East 5 chains to a stake in the line between Samuel Cooksey and Robert Woods; thence North 27 degrees East 4 chains with said line to the beginning, containing 2 acres.

TRACT NO. 8.

Part of Survey 2105, confirmed to Ezekiel Bates: beginning at a Buckeye tree on the Southern boundary of said Survey, running thence North 3 degrees West 27.00 chains, thence North 88 degrees East 34.07 chains to a Locust tree; thence North 11 degrees East 4 chains to a stone; thence North 80 degrees East to the Eastern

boundary of said survey; thence south 4 chains to a sugar maple; thence south 88 degrees west on the line between Wm. and Leiford Bates tracts to the eastern bank of Big River; thence up said river on the east and south side to the southern boundary of said survey. thence with said boundary west to the beginning, containing 80 acres, more or less.

TRACT NO. 9.

Another part of said survey 2186, beginning at a locust tree on western bank of Big River on the line between the Wm. and Leiford Bates tracts; thence south 88 degrees west 22.25 chains; thence north 4 chains; thence north 88 degrees east 22.25 chains to a stone on west bank of Big River, thence south 11 degrees west 4 chains to the beginning containing 8.91 acres.

The total amount of land hereby conveyed being 369.07 acres.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining, unto the said party of the second part, and unto its successors and assigns, forever; the said W. J. Alledge and Lida W. Alledge, his wife, hereby covenanting that they are lawfully seized of an inalienable estate in fee in the premises herein conveyed; that they have good right to convey the same; that the said premises are free and clear of any incumbrances done or suffered by them or those under whom they claim, and that they will WARRANT AND DEFEND the title to the said premises unto the said party of the second part, and unto its successors and assigns, forever, against the lawful claims and demands of all persons whatsoever.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals, the day and year first above written.

Signed, Sealed and Delivered in presence of us:

W. J. Alledge (Seal)

Lida W. Alledge (Seal)

STATE OF MISSOURI, }
County of St. Francis } ss.

On THIS 6 day of Oct. 1923 before me personally appeared W. J. Alledge and Lida W. Alledge, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Missouri, Mo., the day and year first above written.

My term of office as a Notary Public will expire Jan. 21 1926.

(Seal)

C. H. Lucy
Notary Public.

Filed for Record this 13th day of October, 1923 at 2 o'clock 35 minutes P.M.

H. M. O'Bannon, Recorder of Deeds.

Mrs. Sarah Vance, et al.

vs

WRITIAL WARRANT DEND

Sary H. Vance.

THIS INSTRUMENT, Made on the 18th day of July A. D. One Thousand Nine Hundred and Twenty-Three by and between Mrs. Sarah Vance, and Anna Thomas and M. A. Thomas, her husband of St. Francis County, Missouri; David Layton and David Layton, her husband, of Odessa, Kentucky; Will H. Vance and Abiel Vance, his wife, of Santa Monica,

and REQUISITION unto the said parties of the Second Part that part of the property and real estate in said three several deeds of trust described as follows, to-wit:

All of that part of Survey #2939, Beginning in the East line of the Petzel Road at the Northwest corner of a lot conveyed to Pearl B. Roberts and husband by H. J. Hunt and husband by deed dated December 14, 1909 and recorded in Book 87 at page 303 of the land records of St. Francois County, Missouri, running thence Southeastwesterly along the East side of said Petzel Road 93 feet; thence Eastwardly 162 feet to the West line of a lot of ground formerly owned by D. J. McDaniel at a point 30 feet South of the Northwest corner of said McDaniel's lot; thence North 30 feet to the Northwest corner of said McDaniel lot, it being also the Southwest corner of a lot now or formerly owned by Taylor Smith; thence West along the South line of lots now or formerly owned by Taylor Smith and G. C. Bates 184 feet to the place of beginning, lying being and situate in the City of Farmington, County of St. Francois, State of Missouri.

TO HAVE AND TO HOLD the parcel of land above specifically described from, clear and discharged from the encumbrances of the three deeds of trust above referred to. It is however, distinctly understood that this deed of release shall not in anywise affect the lien and encumbrance of said three deeds of trust as to the remaining part and portion of the real estate and property described in said three deeds of trust.

IN WITNESS WHEREOF, the said party of the First Part has caused these presents to be signed by its President and its corporate seal to be affixed, attested by its Secretary the day and year first above written.

(Corporate Seal)

FARMINGTON EQUITABLE BUILDING AND LOAN ASSOCIATION.

By L. F. Gieseking President.

Attest:

O. W. Bloech Secretary.

State of Missouri,
County of St. Francois.

ss.

On this 6th day of May A. D. 1925,
before me appeared L. F. Gieseking to
me personally known who being by me

duely sworn did say that he is the President of the Farmington Equitable Building and Loan Association and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and that said L. F. Gieseking acknowledges said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City of Farmington, Mo. the day and year first above written. My commission as Notary Public will expire Sept. 25 1927.

(Seal)

J. E. Cayce
Notary Public.

Filed for Record this 6th day of May 1925 at 2 o'clock 15 minutes P.M.

H. K. O'Bannon, Recorder of Deeds.

V. J. Ellsage & Lien U. Ellsage,

To

SHERIFF'S DEED UNDER TRUST DEED SALE.

Margaret Milford.....)

WHEREAS, V. J. Ellsage and Lien U. Ellsage by their Deed of Trust, dated the seventh day of June, A. D. 1921, and recorded in the Recorder's office in St. Francois County, Missouri, in Book 117, page 336, conveyed to Benjamin H. Harbury, as Trustee, the property hereinafter described, IN TRUST, to secure to Margaret Milford, the payment of the promissory note in said deed described:

~~AND WHEREAS~~, It is provided in and by the terms of said Deed or Trust, that in a certain contingency therein stated, the acting Sheriff of St. Francois County, Missouri, in case of the absence, death, refusal to act, or disability in anywise of the above mentioned Benjamin H. Barbary, Trustee, may act in lieu of and perform the duties and powers delegated to the said Trustee in and by the terms of said deed:

~~AND WHEREAS~~, Benjamin H. Barbary, the said Trustee, did refuse to act as Trustee,

~~AND WHEREAS~~, Default was made in the payment of the taxes on said real estate, and also, of the promissory notes secured by said Deed by reason whereof I, H. B. Watts, Sheriff of St. Francois County, in the State of Missouri, acting as Trustee and in the place and stead of the Trustee appointed in and by said Deed in accordance with the terms of said Deed, did, at the request of the legal holder of said promissory notes ^{presented} to execute the powers to me given by said Deed, and did, on Monday, the fourth day of May, 1928, A. D. One Thousand Nine Hundred Twenty-eight, having previously given twenty (20) days notice of the time, terms and place of sale, and of the property to be sold, by advertisement printed in the Farmington News, a newspaper printed and published in the City of Farmington, County of St. Francois, and State of Missouri, a copy of which advertisement, with the affidavit of the printer of said newspaper, proving its publication is hereto annexed and made part hereof, at the South front door of the Court House in the City of Farmington, County of St. Francois, State of Missouri, aforesaid, offered to sale for cash, to the highest bidder, at public auction, the said property and real estate hereinafter described, and at said sale, Margaret Wilford being the highest and best bidder for the real estate hereinafter described, for the sum of Eighteen Thousand (\$18,000.00) Dollars, the sum was struck off and sold to her at that price and sum.

~~NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS~~, That I H. B. Watts, Sheriff of St. Francois County, Missouri, as Trustee as aforesaid, in consideration of the premises and of the sum of Eighteen Thousand (\$18,000.00) Dollars, to me paid by the said Margaret Wilford of the City of Los Angeles, of the State of California, do ~~BARDWIN, SHALL~~ ~~AND CONVEY~~ unto her, the said Margaret Wilford, the real estate in said Deed described as follows, together with improvements thereon, situate, lying and being in the County of St. Francois, State of Missouri, to-wit:

Tract No. 1.

A part of Survey No. 2108, originally conveyed to Daniel Bates, to-wit: Beginning at the Northwest corner of said Survey, running thence South 27 degrees East fifty-one chains to a post; thence East seven chains and fifty links to a crooked black oak, thence South three degrees East Twenty-nine chains and sixty links to a Buckeye tree, thence West to the Southwest corner of said Survey, thence North to the place of beginning, containing 164.23 acres.

Tract No. 2.

A portion of the Northwest quarter of the Northeast quarter of fractional Section 36 in Township 37 North of Range 4 East, being all that part of said fractional Section lying on North side of Big River being the same on which the dwelling house stands, containing 4 acres, more or less.

Tract No. 3.

All of 48.84 acres, more or less in Survey No. 2108 in Township 37 North Range 4 East beginning 11 chains and 6 links East of the Northwest corner of said Survey at a place from which a well has five inches in diameter bears South 65 degrees East 18 links, ~~thence North 33 degrees East 9 links, thence South 27 degrees~~

East 82 chains and 24 links to a stone, thence North 26 degrees East 2 chains and 80 links to a stone from which a cedar tree four inches in diameter bears North 26 degrees East 478 links, thence North 11 degrees East 4 chains to a stone from which a white Oak 20 inches in diameter bears North 32 degrees East 406 links, thence North 32 degrees West 49 chains and 80 links to the North boundary line of a Hickory tree 5 inches in diameter bears South 15 degrees West 368 links and a walnut 10 inches in diameter South 66 degrees East 34 links thence North 83 degrees West 7 chains and one link to the beginning. Lots 8 acres off of the above tract heretofore sold to John Long out of the Northwest part of said tract the part hereby conveyed containing 45.84 acres, more or less.

Tract No. 4.

All of that portion of Survey No. 2168, in Township 37 North Range 4 East 8 East, described as follows: Beginning at a point (Robert Weeds Southwest corner) 9.38 chains South 27 degrees East from the Northwest corner of said Survey No. 2168, running thence South 27 degrees East 45.75 chains; thence North 26 degrees East 11.10 chains to the Southwest corner of the Samuel Cooksey tract; thence North 27 degrees West 42.16 chains to a stone; thence South 81 degrees West 11.20 chains to the beginning containing 47 acres, more or less 3 acres conveyed to E. C. Johnson, and 2 acres conveyed to Sarah Jones, the amount herein conveyed being 42 acres, more or less.

Tract No. 5.

Part of Survey No. 2168, beginning at the Northwest corner of the Robert Lawson tract and the Southwest corner of the Robert Weeds tract (South 27 degrees East 9.38 chains from the Northwest corner of said Survey) running thence South 27 degrees East 5.50 chains to a stone on a large rock, thence North 21 degrees East 5.18 chains to a stone, thence North 27 degrees West 5.80 chains to Robert Weeds' South line, thence South 81 degrees West 5.18 chains with Robert Weeds' line to the beginning, containing 3 acres, more or less.

Tract No. 6.

All that portion of Survey No. 2168, described as follows: to-wit: Beginning at the point in the West boundary line of the St. Joseph Lead Co., land in said Survey 6.80 chains South 27 degrees East from a point in the North boundary line of said Survey No. 2168, 16.85 chains South 83 degrees East from the Northwest corner of said Survey, said beginning being the Southwest corner of a 8 acre tract formerly owned by J. H. Long, running thence North 27 degrees West 2.50 chains to a stone, thence South 73 degrees West 4 chains to a stone, thence South 27 degrees East 2.50 chains to a stone, thence North 73 degrees East 4 chains to the beginning, containing 1 acre.

Tract No. 7.

All of that portion of Survey No. 2168, in Township 37 North Range 4 East, and described as follows, to-wit: Beginning at the Southwest corner of the Robert Weeds tract in the West line of the Samuel Cooksey tract, thence running South 81 degrees West 4 chains with said Weeds' line to a stone; thence South 27 degrees East 4 chains to a stone thence North 81 degrees East 8 chains to a stake in the line between Samuel Cooksey and Robert Lawson; thence North 27 degrees West 4 chains with said line to the beginning, containing two acres.

Tract No. 8.

Part of Survey 2168, containing to Aschiel Bates; beginning at a buckeye tree on the Southern boundary of said Survey, running North 3 degrees West 29.60 chains, thence North 86 degrees East 34.67 chains, to a Locust tree; thence North 11 degrees

East 4 chains to a stone; thence North 88 degrees East to the Eastern boundary of said Survey; thence South 4 chains to a Sugar Maple; thence South 88 degrees East on the line between the said and Leoford Zetas tracts to the Eastern Bank of Big River, thence up said river on the East and South side to the Southern boundary of said Survey, thence with said boundary West to the beginning, containing 80 acres, more or less.

Tract No. 9.

Another part of said Survey No. 2189, beginning at a Locust tree on Western bank of Big River on the line between the said and Leoford Zetas tracts; thence South 88 degrees West 22.25 chains; thence North 4 chains; thence North 88 degrees East 22.25 chains to a stone on West bank of Big River, thence South 11 degrees West 4 chains to the beginning, containing 8.91 acres.

The Total amount of land hereby conveyed being 309.67 acres.

TO HAVE AND TO HOLD The same unto the said Margaret Kilford, her heirs and assigns, FOREVER.

IN WITNESS WHEREOF, I, the said H. B. Watts, Sheriff of St. Francois County, Missouri, as Trustee as aforesaid, have hereunto set my hand on the fourth day of May, 1928.

(J. R. Gayco
\$18.00
H. B. W.
(5/ 4/ 28)

H. B. Watts
Sheriff of St. Francois
County, Missouri.

State of Missouri :
County of St. Francois :

Do it Reminded, that on this 4th day of
May, A. D. 1928, before the undersigned, a

Notary Public within and for the County of St. Francois, aforesaid, personally came
H. B. Watts, who is personally known to me to be the same person whose name is subscribed
to the foregoing instrument of writing as a party thereto, and acknowledged the same to
be his act and deed as Sheriff of St. Francois County, Missouri, as Trustee for the
purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official
seal at my office in Farmington, in said County, the day and year first
above written. My term expires Sept. 23, 1927.

(Seal)

J. R. Gayco
Notary Public.

PUBLISHER'S CERTIFICATE.

Publisher's Fee \$54.10

County of St. Francois,)
State of Missouri,) ss.

I, Harry Bonzon, Business Manager of The Farmington News, a newspaper
published weekly in Farmington, Mo., solemnly swear that the annexed notice was published
for four weeks successively in said newspaper, as follows: April 10, 17, 24 and May 1,
1928.

Harry Bonzon

Subscribed and sworn to before me this 2nd day of May 1928.

(Seal)

J. R. Gayco
Notary Public.

My term expires Sept. 23rd, 1927.

State of Missouri
County of St. Francois
On this 28th day of March

1957 before me personally appeared

Mack M. Huff, a single person

in my presence he the person or persons described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.
WITNESS MY HAND AND SEAL WHEREOF, I have hereunto set my hand and affixed my official seal in and State aforesaid, this day and year first above written.

My term expires
24 March 1960, 1957

Notary Public

30

A

28th

March

ORIGINAL WITHIN 100, 1000

THIS INDENTURE, Made on the Fourteenth day of October, A. D. One Thousand Nine Hundred and Fifty-two, by and between Clarissa A. Harris and Irvin J. Harris, her husband, of the County of St. Louis, State of Missouri; William C. Milford and Eunice Milford, his wife, of Long Beach, California; Thomas F. Milford and Elizabeth G. Milford, his wife, of Los Angeles, California; Florence L. Boehringer (formerly Milford) of Buffalo, New York, Parties of the First Part, and Otto Ratley and Gertrude Ratley, his wife, of the County of St. Francois and State of Missouri, Parties of the Second Part:

WITNESSETH, that the said Parties of the First Part, in consideration of the sum of Fifteen Thousand Dollars (\$15,000.00) to them paid by the said Parties of the Second Part, the receipt of which is hereby acknowledged, do by these presents, Grant, Bargain and Sell, Convey and Confirm unto the said Parties of the Second Part, their heirs and assigns, the following described Lots, Tracts or Parcels of Land, lying, being and situate in the County of St. Francois and State of Missouri, to-wit:

A part of Survey 2105 confirmed to Ezekiel Estes, to-wit: Beginning at the Northwest corner of said Survey, running thence South 27 degrees East 51 chains to a post; thence East 7.30 chains to a crooked black oak; thence South 1 degree East 29.60 chains to a buckeye tree; thence West to the Southwest corner of said Survey; thence North to place of beginning, containing 184.32 acres.

Also, a portion of the Northwest Quarter of the Northeast Quarter of Fractional Section 36, Township 37 North, Range 4 East, being all that part of said Fractional Section lying on North side of Big River, being same on which dwelling house stands, containing 4 acres, more or less.

Also, all of 48.84 acres, more or less, in Survey 2105, beginning 11.05 chains East of the Northwest Corner of said survey, at a stone from which a black oak 5 inches in diameter bears South 85 degrees East 18 links, a black oak 5 inches in diameter South 31 degrees East 9 links; thence South 27 degrees 32.24 chains to a stone; thence North 88 degrees East 8.80 chains to a stone from which a cedar tree 4 inches in diameter bears North 58 degrees East 479 links; thence North 11 Degree East 4 chains to a stone from which a white oak 20 inches in diameter bears North 32 degrees West 409 links; thence North 32 degrees West 49.80 chains to the North boundary line of said Survey at a pile of limestone from which a hickory tree 9 inches in diameter bears South 15 degrees West 308 links and a walnut 10 inches in diameter South 66 degrees East 14 links; thence North 83 degrees West 7.01 chains to beginning. Less 5 acres off of the above tract heretofore sold to John Tong out of the Northwest part of said tract, the part hereby conveyed containing 43.84 acres, more or less.

Also, all of that portion of Survey 2105, beginning at a point (Robert Woods, Southwest Corner) 9.38 chains South 27 degrees East from the Northwest corner of said Survey 2105; thence South 27 degrees East 43.75 chains; thence North 88 degrees East 11.10 chains to the Southwest corner of Samuel Cooksey tract; thence North 27 degrees West 42.10 chains; thence South 81 degrees West 11.20 chains to the beginning, containing 47 acres, less 3 acres conveyed to Wm. C. Johnson, and 2 acres conveyed to Sarah Jones, the amount herein conveyed being 42 acres, more or less.

Also, Part of Survey 2105, beginning at the Northwest corner of Robert Lawson tract and the Southwest corner of Robert Wood tract (South 27 degrees East 9.38 chains from the Northwest corner of said Survey); thence South 27 degrees East 5.80 chains to a cross on a large rock; thence North 81 degrees East 5.18 chains; thence North 27 degrees West 5.80 chains to Robert Woods' South line; thence South 81 degrees West 5.18 chains with Robert Wood's line to the beginning, containing 3 acres, more or less.

Also, all that portion of Survey 2105, beginning at a point in the West boundary line of St. Joseph Lead Company's land in said Survey, 6.50 chains South 27 degrees East from a point in the North boundary line of said Survey 2105, 18.59 chains South 83 degrees East from the Northwest corner of said Survey, said beginning point being the Southeast corner of a 5 acre tract formerly owned by J. H. Tong; thence North 27 degrees West 2.50 chains; thence South 73 degrees West 4 chains; thence South 27 degrees East 2.50 chains; thence North 73 degrees East 4 chains to the beginning, containing one acre.

Also, a portion of Survey 2105, beginning at the Southeast corner of Robert Wood tract in West line of Samuel Cooksey tract; thence South 81 degrees West 5 chains with Woods line; thence South 27 degrees East 4 chains; thence North 81 degrees East 5 chains to a stake in line between Samuel Cooksey and Robert Lawson; thence North 27 degrees West 4 chains with said line to the beginning, containing 2 acres.

Also, part of Survey 2105, beginning at Buckeye tree on the South Boundary line of said Survey; thence North 3 degrees West 29.60 chains; thence North 88 degrees East 34.67 chains; thence North 11 degrees East 4 chains; thence North 88 degrees East to the East boundary line of said Survey; thence South 4 chains to sugar maple; thence South 88 degrees West on line between William and Ledford Bates tracts to the East bank of Big River; thence up said river on the East and South side to the South Boundary of said Survey; thence with said boundary West to the beginning, containing 80 acres, more or less.

Also, part of Survey 2105, beginning at a locust tree on the West bank of Big River on the line between William and Ledford Bates tracts; thence South 88 degrees West 22.25 chains; thence North 4 chains; thence North 88 degrees East 22.25 chains to a stone on the West bank of Big River; thence South 11 degrees West 4 chains to the beginning, containing 8.91 acres.

The total amount of land hereby conveyed by the above descriptions being 369.07 acres.

WE HAVE AND DO HOLD the premises aforesaid with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto the said Parties of the Second Part and their heirs and assigns, FOREVER, the said Parties of the First Part hereby covenanting that they are lawfully seized of an indefeasible Estate in Fee in the premises herein conveyed; that they have good right to convey the same; and that the said premises are free and clear of any incumbrance (one or suffered by them or those under whom they claim, and that they will WARRANT AND DEFEND the title to the said premises unto the said Parties of the Second Part, and unto their heirs and assigns, FOREVER, Against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the said Parties of the First Part have hereunto set their hands the day and year first above written.

Clarissa A. Harris
Irvin J. Harris
William C. Milford
Eunice Milford
Thomas F. Milford
Elizabeth F. Milford
Flora L. Schreiner

State of Missouri ss
City
County of St. Louis

On this 21st day of October, 1952, before me personally appeared Clarissa A. Harris and Irvin J. Harris, her husband, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in St. Louis, Mo. the day and year first above written.

My term expires: 1-28-1955

Notary Public

State of California ss
County of San Diego

On this 21st day of Oct 1952 before me personally appeared William C. Milford and Eunice Milford, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in San Diego, Cal. the day and year first above written.

My term expires: Sept 17, 1954

Notary Public

County of St. Louis, State of Missouri, on the 12th day of July, 1952
before me personally appeared Frank Miller and Emma Louise Miller
to me known to be the persons S described in and who executed the foregoing instrument and
acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my official seal
the County of St. Louis, State of Missouri, this day and year first above written.
My Comm. expires May 5, 1953 Maxwell R. Wright

GENERAL WARRANTY DEED

THIS INSTRUMENT Made on the 3 day of March
A D One Thousand Nine Hundred and Fifty - three by and between

OCTO. RATLEY and BERTRUDE RATLEY, his wife,

of the City of Flat River
in the State of Missouri

to LOLA RATLEY
of the County of St. Francis
in the State of Missouri

WITNESSETH that in consideration of the sum of ONE DOLLAR (\$1.00) AND OTHER VALUABLE CONSIDERATIONS

to them in hand paid by Y of the second Part the receipt of which is hereby acknowledged by
me this day and assigns the following described Tracts or Parcels of Land lying being
situate in the County of St. Francis and State of Missouri

A part of Survey 2105 confirmed to Ezekiel Bates, to-wit: Beginning at Northwest corner of said Survey, running thence South 27 degrees East 51 chains to a post; thence East 77.50 chains to a crooked black oak; thence South 3 degrees East 29.60 chains to a buckeye tree; thence West to South west corner of said survey; thence North to place of beginning, containing 184.32 acres.

A portion of the Northwest quarter of the Northeast quarter of fractional Sec. on 36, Township 97 North Range 4 East, being all that part of said Fractional Section lying on North side of Big River, being same on which dwelling house stands, containing 4 acres more or less.

All of 48.84 acres more or less in Survey 2105, beginning 11.05 chains East of Northwest corner of said Survey, at a stone from which a black oak 5 inches in diameter bears South 85 degrees East 18 links; a black oak 5 inches in diameter South 31 degrees East 9 links; thence South 27 degrees East 52.24 chains to stone; thence North 88 degrees East 8.60 chains to stone from which a cedar tree 4 inches in diameter bears North 58 degrees East 479 links; thence North 11 degrees East 4 chains to a stone from which a white oak 20 inches in diameter bears North 32 degrees West 409 links; thence North 32 degrees West 49.80 chains to North boundary line of said Survey at a pile of limestone from which a hickory tree 9 inches in diameter bears South 15 degrees West 106 links and a walnut 10 inches in diameter South 66 degrees East 34 links; thence North 63 degrees West 7.01 chains to beginning. Less 5 acres off of the above tract heretofore sold to John Long out of the North west part of said tract, the part hereby conveyed containing 43.84 acres more or less.

All of that portion of Survey 2105, beginning at point (Robert Wood's Southwest corner) 9.38 chains South 27 degrees East from Northwest corner of said Survey 2105; thence South 27 degrees East 43.75 chains; thence North

88 degrees East 11.10 chains to Southwest corner of Samuel Cooksey tract; thence North 27 degrees West 42.10 chains; thence South 81 degrees West 11.20 chains to beginning, containing 47 acres, less 3 acres conveyed to C. Johnson and 2 acres conveyed to Sarah Jones, the amount herein conveyed being 42 acres more or less.

Part of Survey 2105, beginning at Northwest corner of Robert Lawson's tract and Southwest corner of Robert Wood tract (South 27 degrees East 9.38 chains from Northwest corner of said Survey); thence South 27 degrees East 5.60 chains to a cross on a large rock; thence North 81 degrees East 5.18 chains; thence South 81 degrees West 5.18 chains to Robert Wood's South line; thence containing 3 acres more or less.

All that portion of Survey 2105, beginning at point in the West boundary line of St. Joseph Lead Company's land in said Survey, 6.50 chains South 27 degrees East from a point in North boundary line of said Survey 2105, 16.59 chains South 83 degrees East from the Northwest corner of said Survey, said beginning being the Southeast corner of a 5 acre tract formerly owned by J. H. Tong; thence North 22 degrees West 2.50 chains; thence South 27 degrees West 4 chains; thence South 27 degrees East 3.90 chains; thence North 81 degrees East 4 chains to beginning, containing 1 acre.

A portion of Survey 2105, beginning at Southeast corner of Robert Wood's tract in West line of Samuel Cooksey tract; thence South 81 degrees West 5 chains with Cooksey line; thence South 27 degrees East 4 chains; thence North 81 degrees East 8 chains to stake in line between Samuel Cooksey and Robert Lawson; thence North 81 degrees East 4 chains with said line to beginning, containing 3 acres.

That portion of Survey 2105, beginning at point in the West boundary line of said Survey, 6.50 chains South 27 degrees East from a point in North boundary line of said Survey, 16.59 chains South 83 degrees East from the Northwest corner of said Survey, said beginning being the Southeast corner of a 5 acre tract formerly owned by J. H. Tong; thence North 22 degrees West 2.50 chains; thence South 27 degrees West 4 chains; thence South 27 degrees East 3.90 chains; thence North 81 degrees East 4 chains to beginning, containing 1 acre.

That portion of Survey 2105, beginning at point in the West boundary line of said Survey, 6.50 chains South 27 degrees East from a point in North boundary line of said Survey, 16.59 chains South 83 degrees East from the Northwest corner of said Survey, said beginning being the Southeast corner of a 5 acre tract formerly owned by J. H. Tong; thence North 22 degrees West 2.50 chains; thence South 27 degrees West 4 chains; thence South 27 degrees East 3.90 chains; thence North 81 degrees East 4 chains to beginning, containing 1 acre.

That portion of Survey 2105, beginning at point in the West boundary line of said Survey, 6.50 chains South 27 degrees East from a point in North boundary line of said Survey, 16.59 chains South 83 degrees East from the Northwest corner of said Survey, said beginning being the Southeast corner of a 5 acre tract formerly owned by J. H. Tong; thence North 22 degrees West 2.50 chains; thence South 27 degrees West 4 chains; thence South 27 degrees East 3.90 chains; thence North 81 degrees East 4 chains to beginning, containing 1 acre.

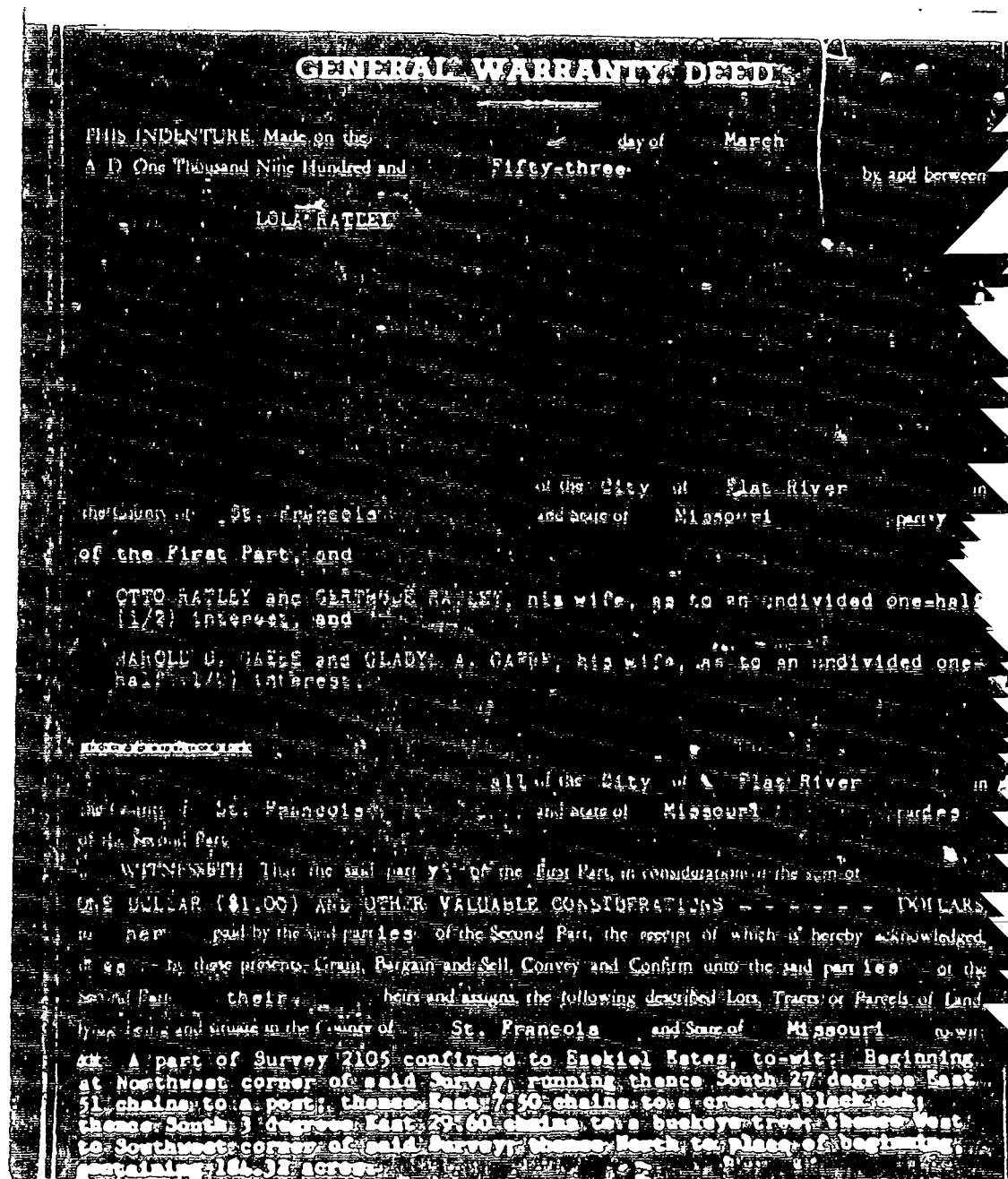
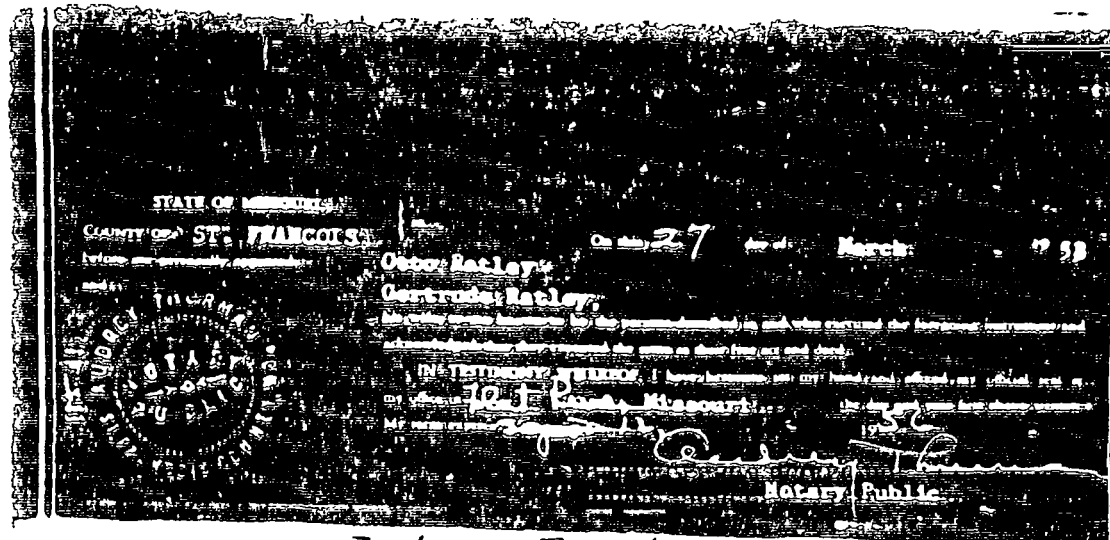
That portion of Survey 2105, beginning at point in the West boundary line of said Survey, 6.50 chains South 27 degrees East from a point in North boundary line of said Survey, 16.59 chains South 83 degrees East from the Northwest corner of said Survey, said beginning being the Southeast corner of a 5 acre tract formerly owned by J. H. Tong; thence North 22 degrees West 2.50 chains; thence South 27 degrees West 4 chains; thence South 27 degrees East 3.90 chains; thence North 81 degrees East 4 chains to beginning, containing 1 acre.

That portion of Survey 2105, beginning at point in the West boundary line of said Survey, 6.50 chains South 27 degrees East from a point in North boundary line of said Survey, 16.59 chains South 83 degrees East from the Northwest corner of said Survey, said beginning being the Southeast corner of a 5 acre tract formerly owned by J. H. Tong; thence North 22 degrees West 2.50 chains; thence South 27 degrees West 4 chains; thence South 27 degrees East 3.90 chains; thence North 81 degrees East 4 chains to beginning, containing 1 acre.

That portion of Survey 2105, beginning at point in the West boundary line of said Survey, 6.50 chains South 27 degrees East from a point in North boundary line of said Survey, 16.59 chains South 83 degrees East from the Northwest corner of said Survey, said beginning being the Southeast corner of a 5 acre tract formerly owned by J. H. Tong; thence North 22 degrees West 2.50 chains; thence South 27 degrees West 4 chains; thence South 27 degrees East 3.90 chains; thence North 81 degrees East 4 chains to beginning, containing 1 acre.

Otto Ratley
Sarah Ratley

Signed and delivered in presence of us.



A portion of the Northwest quarter of the Northeast quarter of fractional Section 36, Township 37 North Range 4 East, being all that part of said fractional Section lying on North side of Big River, being same on which dwelling house stands, containing 4 acres more or less.

All of 48.84 acres more or less in Survey 2105, beginning 11.05 chains East of Northwest corner of said Survey, at a stone from which a black oak 5 inches in diameter bears South 85 degrees East 18 links, a black oak 5 inches in diameter South 31 degrees East 9 links; thence South 27 degrees East 52.24 chains to stone; thence North 88 degrees East 2.80 chains to stone from which a cedar tree 4 inches in diameter bears North 28 degrees East 477 links; thence North 11 degrees East 4 chains to a stone from which a white oak 20 inches in diameter bears North 12 degrees East 40.11 links; thence North 12 degrees West 49.80 chains to North boundary line of said survey at a pile of limestone from which a Hickory tree 7 inches in diameter bears South 15 degrees West 308 links and a walnut 12 inches in diameter South 66 degrees East 34 links; thence North 81 degrees East 7.01 chains to beginning. Less 4 acres off of easement tract heretofore sold to John Tong out of the Northwest part of said tract, the part hereby conveyed containing 41.84 acres more or less.

All of that portion of Survey 2105, beginning at point (Corner: South 30 degrees East 38 chains South 27 degrees East from Northwest corner of said Survey 2105; thence South 27 degrees East 43.75 chains; thence

North 88 degrees East 11.10 chains to Southwest corner of Samuel Cookesey tract; thence North 27 degrees West 42.10 chains; thence South 81 degrees West 11.20 chains to beginning, containing 47 acres, less 7 acres conveyed to Am. J. Johnson and 2 acres conveyed to Sarah Jones, the amount herein conveyed being 42 acres more or less.

Part of Survey 2105, beginning at Northwest corner of Robert Lawson tract and Southwest corner of Robert Wood tract (South 27 degrees East 7.38 chains from Northwest corner of said Survey); thence South 27 degrees East 9.80 chains to a cross on a large rock; thence North 81 degrees East 5.18 chains; thence North 27 degrees West 5.80 chains to Robert Wood's South line; thence South 81 degrees West 5.18 chains with Robert Wood's line to beginning, containing 3 acres more or less.

All that portion of Survey 2105, beginning at point in the West boundary line of St. Joseph Lead Company's land in said Survey, 6.50 chains South 27 degrees East from a point in North boundary line of said Survey 2105, 18.59 chains South 81 degrees East from the Northwest corner of said Survey, said beginning being the Southeast corner of a 5 acre tract formerly owned by J. H. Tong; thence North 27 degrees West 2.50 chains; thence South 71 degrees West 4 chains; thence South 27 degrees East 2.50 chains; thence North 71 degrees East 4 chains to beginning, containing 1 acre.

A portion of Survey 2105, beginning at Southeast corner of Robert Wood tract in West line of Samuel Cookesey tract; thence South 81 degrees West 5 chains with Wood's line; thence South 27 degrees East 4 chains; thence North 81 degrees East 5 chains to stake in line between Samuel Cookesey and Robert Lawson; thence North 27 degrees West 4 chains with said line to beginning, containing 2 acres.

Part of Survey 2105, beginning at Buckeye tree on South boundary line of said Survey; thence North 3 degrees West 29.60 chains; thence North 88 degrees East 34.67 chains; thence North 11 degrees East 4 chains; thence North 88 degrees East to East boundary line of said Survey; thence South 4 chains to sugar maple; thence South 88 degrees West on line between Wm. and Ledford Estes tracts to East bank of Big River; thence up said river on East and South sides of South boundary of said Survey; thence with said boundary West to beginning; containing 80 acres more or less.

Part of Survey 2105, beginning at a locust tree on West bank of Big River on line between Wm. and Ledford Estes tracts; thence South 88 degrees West 22.25 chains; thence North 4 chains; thence North 88 degrees East 42.25 chains to a stone on West bank of Big River; thence South 11 degrees West 4 chains to beginning, containing 8.91 acres.

The amount of land hereby conveyed being 167.07 acres.

It is intended that Otto Ratley and Gertrude Ratley, his wife, shall become the owners of an undivided one-half (1/2) interest in this real estate as tenants by the entirety and it is also intended that Harold C. Osborn and Gladys L. Osborn, his wife, shall become the owners of an un-

entirety. It is further intended that Otto Ratley and Gertrude Ratley, his wife, shall own their one-half (1/2) interest as tenants in common with Harold G. Gaebe and Gladys A. Gaebe, his wife, who shall own the remaining one-half (1/2) interest.

TO HAVE AND TO HOLD the premises aforesaid with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto the said part 1st of the Second Part, and their heirs and assigns FOREVER, the said

Lola Ratley

hereby warranting that she is lawfully seized of an inalienable estate in fee in the premises hereinafter conveyed, that she has good right to convey the same, and that the said premises are free and clear of any encumbrances now or hereafter existing by her or those under whom she claims, and that she will WARRANT AND DEFEND the title to the said premises unto the said part 1st of the Second Part, and their heirs and assigns FOREVER, against the lawful claims and demands of all persons claiming the same.

IN WITNESS WHEREOF The said party of the 1st Part has hereunto set her hand and seal the date first written.

Lola Ratley

March

Lola Ratley

Lola Ratley

Notary Public

31st March 10

County of St. Louis, State of Missouri
Know all men by these presents, that **Edith Garner**
of the County of St. Louis, State of Missouri, for and to the use of her heirs, assigns and assigns forever, do hereby grant, sell, convey and confirm unto the said **Jewell L. Boyd and Virginia M. Boyd, his wife**, all that certain lot or lots of land situated in the County of St. Louis, State of Missouri, and described in and by the plat or plats hereunto annexed and incorporated in this deed, as the same are shown on the plat or plats hereunto annexed and incorporated in this deed.



Witness my hand and the seal of my office this 13th day of January, 1962, at St. Louis, Missouri.
Edith Garner
Notary Public in and for the State of Missouri

3466
DEED OF TRUST
Jewell L. Boyd and
Virginia M. Boyd, his wife
J. D. Swick
NOTARY PUBLIC
ST. LOUIS COUNTY BUILDING AND LOAN
ASSOCIATION
INCORPORATED
ST. LOUIS, MISSOURI
RECORDED IN OFFICE
OF THE CLERK OF THE CIRCUIT COURT
OF ST. LOUIS COUNTY, MISSOURI
IN BOOK 35, PAGE 57
THIS DEED OF TRUST WAS FILED FOR RECORD IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF ST. LOUIS COUNTY, MISSOURI, ON JANUARY 13, 1962, AT 3:28 P.M.

GENERAL WARRANTY DEED

THIS INDENTURE, Made on the 19th day of December, A. D. One Thousand Nine Hundred and Sixty Eight, by and between

James H. Jacobs and CLAYTON A. JACOBS, his wife,
of the County of St. Louis, State of Missouri,
of the First Part, and
SCOTTISH RITE FOUNDATION OF ST. LOUIS, INC.,
of the County of St. Louis, State of Missouri,
of the Second Part.

of the County of St. Louis, State of Missouri,
of the First Part, and
SCOTTISH RITE FOUNDATION OF ST. LOUIS, INC.,
of the County of St. Louis, State of Missouri,
of the Second Part.

WITNESSETH, That the said parties of the First part, in consideration of the sum of
ONE DOLLAR and other good and valuable considerations ----- DOLLARS
to them paid by the said party of the Second Part, the receipt of which is hereby acknowledged, do
by these presents Grant, Bargain and Sell, Convey and Confirm unto the said party of the Second
Part its assigns the following described Lot, Tract or Parcels of Land, lying,
being and situate in the County of St. Francois and State of Missouri to-wit:

ALL An undivided one-half interest in and to the following:
A part of Survey #2105 confirmed to Ezekiel Bates, to-wit: Beginning at
Northwest corner of said Survey, running thence South 27 degrees East 51
chains to a post; thence East 7.50 chains to a crooked black oak; thence
South 3 degrees East 29.60 chains to a buckeye tree; thence West to South-
west corner of said Survey; thence North to place of beginning, contain-
ing 184.32 acres.

A portion of the Northwest quarter of the Northeast quarter of Fractional
Section 36, Township 17 North, Range 4 East, being all that part of said
Fractional Section lying on North side of Big River, being same on which
dwelling house stands, containing 4 acres, more or less.

All of 48.34 acres, more or less, in Survey 2105, beginning 11.05 chains
East of Northwest corner of said Survey, at a stone from which a black oak
5 inches in diameter bears South 85 degrees East 13 links, a black oak 5
East 52.34 chains to stone; thence North 83 degrees East 4.00 chains to
stone from which a cedar tree 4 inches in diameter bears North 54 degrees
East 377 links; thence North 11 degrees East 4 chains to a stone from which
a white oak 20 inches in diameter bears North 32 degrees West 100 links;
thence North 35 degrees West 49.80 chains to North boundary line of said
Survey at a pile of limestone from which a pickery tree 7 inches in dia-
meter bears South 14 degrees West 308 links and a walnut 10 inches in dia-
meter South 66 degrees East 34 links; thence North 3 degrees West
chains to beginning. Less 5 acres off of the above tract heretofore
conveyed containing 43.34 acres, more or less.

All of that portion of Survey 2105, beginning at point Robert Adams South-
west corner of said Survey, running South 27 degrees East from Northwest corner of
said Survey 10 chains to a stone; thence South 27 degrees East 4.00 chains to stone; thence North
85 degrees East 13 links to stone; thence North 83 degrees East 4.00 chains to stone; thence North
thence North 83 degrees East 4.00 chains; thence South 11 degrees West
11.05 chains to beginning, containing 184.32 acres, more or less.

Part of Survey 2105, beginning at Northwest corner of Robert Adams tract, the
and Southwest corner of Robert Adams tract (South 11 degrees East 4.00
chains from Northwest corner of said Survey); thence South 11 degrees East
5.00 chains to cross on a large rock; thence North 11 degrees East 7.00
chains; thence North 11 degrees West 5.00 chains to a large rock; thence
line; thence South 11 degrees West 5.00 chains to a large rock; thence
beginning, containing 1 acre, more or less.

All that portion of Survey 2105, beginning at point in the North boundary
line of St. Joseph Lead Company's land in said Survey, running South 27
degrees East from a point in North boundary line of said Survey 10
15.50 chains South 21 degrees East from the Northwest corner of said Survey,
said beginning being the Southeast corner of a 1 acre tract formerly owned
by J. H. Tong; thence North 27 degrees West 2.50 chains; thence North 7
degrees West 4 chains; thence South 27 degrees East 10 chains; thence
North 73 degrees East 4 chains to beginning, containing 1 acre.

A portion of Survey 2105, beginning at Southwest corner of Robert Adams
tract in West line of Samuel Cooksey tract; thence South 21 degrees East
5 chains with woods line; thence South 27 degrees East 10 chains; thence
North 81 degrees East 5 chains to stake in line between Samuel Cooksey
and Robert Adams; thence North 27 degrees West 4 chains with said line
to beginning, containing 2 acres.

40
 A part of Survey No. 2105, described as follows: Commencing at a locust tree on the South boundary line of said Survey; thence North 88 degrees East 34.67 chains; thence North 88 degrees East 4 chains; thence North 88 degrees East to East boundary line of said Survey; thence South 4 chains to sugar maple; thence South 88 degrees West on line between M. and Ledford Estes tracts to East Bank of Big River; thence up said river on East and South side to South boundary of said Survey; thence with said boundary West to beginning, containing 80 acres, more or less. EXCEPT, that part of Survey No. 2105 described as follows: Commencing at a Buckeye tree on the South boundary of said Survey; thence North 88 degrees West 22.60 chains; thence North 88 degrees East 34.67 chains; thence North 88 degrees East to the East bank of Big River and the point of beginning; thence North 88 degrees East to the East line of said Survey to a sugar maple; thence North along the East line of said Survey 4 chains to a point; thence South 88 degrees West to the East bank of Big River; and thence South along the East bank of Big River to the point of beginning, containing 4 acres, more or less.

Part of Survey No. 2105, beginning at a locust tree on West bank of Big River on line between M. and Ledford Estes tracts; thence South 88 degrees West 22.25 chains; thence North 4 chains; thence North 88 degrees East 22.25 chains to a stone on West bank of Big River; thence South 11 degrees West 4 chains to beginning, containing 8.91 acres.

TO HAVE AND TO HOLD the premises aforesaid with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto the said part V of the Second Part, and unto the said ^{SUCCESSORS} and assigns, FOREVER, the said

Parties of the First Part:

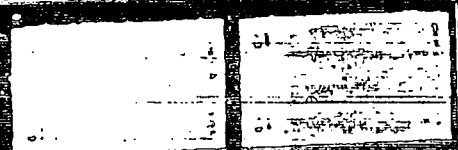
hereby covenanting that they are lawfully seized of an indefeasible Estate in Fee in the premises herein conveyed; that they have good right to convey the same; and that the said premises are free and clear of any incumbrance done or suffered by them or those under whom they claim; and that they will WARRANT AND DEFEND the title to the said premises unto the said part V of the Second Part, and unto the said ^{SUCCESSORS} and assigns, FOREVER, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, The said parties of the First Part have hereunto set their hands and seals this 1st day of June 1881.

James A. Barker

Signed and Delivered in presence of us

James A. Barker



General Warranty Deed

FROM
WILLIAM S. KIMBLE and ALANYS A. KIMBLE
 TO
**MISSOURI FUR FUND FOUNDATION OF
 THE BOONVILLE, MISSOURI**

WITNESSES
WILLIAM S. KIMBLE and ALANYS A. KIMBLE
 WITNESSES
WILLIAM S. KIMBLE and ALANYS A. KIMBLE

Prepared by
SCOTT & SCHWARTZ
 Attorneys
 Hannington, Missouri

Witnesses
WILLIAM S. KIMBLE and ALANYS A. KIMBLE
 WITNESSES
WILLIAM S. KIMBLE and ALANYS A. KIMBLE

This Deed should be recorded within sixty days of date
 to avoid any liability under the title to the property

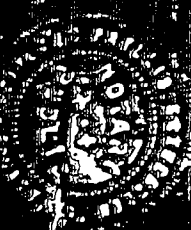
STATE OF MISSOURI
 County of _____
 being the personal property
 of the State of Missouri
 being the personal property
 of the State of Missouri

IN TESTAMENTARY WITNESS, I have hereunto set my hand and official seal at my office
 at _____
 this _____ day of _____
 1961

Notary Public

 My Comm. Expires _____

State of Missouri



December 10, 1961
HAROLD C. GARDNER and OLIVER P. GARDNER, JR.
 of the County of _____ and State of Missouri
 do hereby certify that the foregoing is a true and correct copy of the original
 of the _____
 of the County of _____ and State of Missouri
 Notary Public
Oliver P. Gardner, Jr.
 My Comm. Expires _____

STATE OF MISSOURI

On this _____ day of _____, 19____

before me personally appeared _____

to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that free act and deed, as the party or parties of the second part.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the _____ and State aforesaid, this day and year first above written.

Notary Public

My term expires _____

STATE OF MISSOURI

On this _____ day of _____, 19____

before me appeared _____

to me personally known.

who, being by me duly sworn, did say that he is the _____

President of _____

a corporation of the State of _____

and that the seal affixed to the foregoing instrument is the cor-

porate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority

of its Board of Directors; and said _____

acknowledged

said instrument to be the free act and deed of said corporation as party of the _____

part.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the _____ and State the day and year first above written.

Notary Public

My term expires _____

State of Missouri)
(County of St. Francois)

I hereby certify that this instrument was FILED FOR RECORD at the date and time shown herein and is recorded in Book 774 Page 308.

M. C. KENNON
Recorder of Deeds

M. C. Kennon
Deputy

FILED
OCT 16 1961

M. C. Kennon

FILED
OCT 17 1961

OCT 17 1961

M. C. KENNON

M. C. Kennon

State of Missouri)
(County of St. Francois)

I hereby certify that this instrument was FILED FOR RECORD at the date and time shown herein and is recorded in Book 774 Page 308.

M. C. KENNON
Recorder of Deeds

M. C. Kennon
Deputy

GENERAL WARRANTY DEED
(Corporation)

FROM
SCOTTISH RITE FOUNDATION OF MISSOURI, INC.
A Corporation

TO
ST. FRANCOIS COUNTY ENVIRONMENTAL CORPORATION

State of Washington,)

:ss.

County of Lincoln.

) On this 29th day of January 1913 before me personally appeared Clarence L. Norvins, the husband of Ella Norvins, to me known to be the person who executed the foregoing instrument, and acknowledged that he executed the same as his last act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Seattle, Wash. the day and year first above written.

My term expires August 23rd, 1915

W. A. Wilson, Notary Public for Washington

(SEAL)

residing at Everett, Wash.

Filed for Record this 13th day of Feb. 1913 at 4:10 o'clock P.M.

W. J. Ravel, Registrar

William J. Milford (Deceased)

Copy of Will.

We, William J. Milford and Margaret Milford his wife, of St. Louis, Missouri, being of sound and disposing mind and memory do make and publish this instrument as and for our last will and testament.

1st. We will direct that our just debts and funeral expenses be paid.

2nd. We give, bequeath and devise One Dollar to each of our beloved children, Margaret M. Milford, William J. Milford, Richard J. Milford and Thomas J. Milford.

3rd. All the rest and residue of our property of all kinds, wherever situated, we do give, bequeath, and devise absolutely to the survivor of us.

4th. We appoint the survivor of us as the executor of our estate without bond.

Witness our hands this July 10th 1912.

W. J. Milford

Margaret Milford.

We attest the above will by subscribing our names thereto as witnesses at the request of the testators, and in their presence, and in the presence of each other. And we further certify that in our apprehension and belief they were of sound and disposing mind and memory at the time they executed the same, 7/10/12

G. L. Isbell, 202 N. Main St. St. Louis, Mo.

Henry C. Remy 2221 Fairmount Ave St. Louis, Mo.

William A. Bratton 4225 Lebadie Ave. St. Louis, Mo.

State of Missouri,)

:ss.

City of St. Louis.)

) Do it Remembered, That on this 3rd day of January A. D., 1913

before me, the undersigned Clerk of the Probate Court of the City of St. Louis, personally

and Henry C. Remy and William A. Bratton who being both by me duly sworn, on their oath, and

as far as the same may be known to me, and heard the said Henry C. Remy and William A. Bratton

and heard the said Henry C. Remy and William A. Bratton and heard the said Henry C. Remy and William A. Bratton

Testament; We subscribed ~~thereunto~~ thereto as witnesses in the presence and at the request of the said testator and at the time of the execution of said instrument as aforesaid, and of our subscribing the same as such witnesses as the said testator was of sound and disposing mind, to the best of our knowledge and belief.

Henry C. Bagby

William A. Huston

Given to and subscribed before me, this 3rd day of January A.D. 1913

George Brand Clerk

By H. Denroberg D. C.

State of Missouri,)
City of St. Louis.) ss.

Be it remembered, That on this 3rd day of January A. D. 1913 is being one of the days of the December Term of the Probate Court of the City of St. Louis, for the year 1912 an instrument in writing, purporting to be the last Will and Testament of William C. Milford deceased, is produced in and exhibited to said Court, upon examination whereof, and of the testimony of Henry C. Bagby and William A. Huston, two of the subscribing witnesses thereto, it is considered by the Court that said instrument in writing is duly proved to be the last Will and Testament of said William C. Milford deceased.

WITNESS, George Brand, Clerk of said Court, and the seal thereof, at office, this 3rd day of January 1913.

(SEAL)

George Brand Clerk

State of Missouri,)
City of St. Louis.) ss.

I, George Brand, Clerk of the Probate Court within and for the City of St. Louis aforesaid, do hereby certify the foregoing to be a true and complete copy of the last Will and Testament of William C. Milford deceased, and of the probate thereof, as fully as the same remains on file and appears of record in my office.

IN WITNESS WHEREOF, I hereto set my hand and affix the seal of said Court, at office, in St. Louis, this 20th day of January 1913.

George Brand Clerk.

'(SEAL)'

Filed for Record this 15th day of Feb. 1913 at 9:46 o'clock A.M.

W. C. Eason Recorder.

William F. Smith

to

Marjorie Reed.

George W. Smith.

THIS DEED, made and entered into this 31st day of December, 1912 by and between William F. Smith, an unmarried man, party of the first part, and George W. Smith, party of the second part, both of the City of Lexington, County of Fayette and State of Kentucky,

WITNESSETH, that the party of the first part, for and in consideration of the (\$2,000) Dollars cash and other good and valuable considerations in hand paid, the receipt of which is

SPECIAL WARRANTY DEED

THIS DEED, made and entered into this 12th day of August, 1982, by and between ST. JOE MINERALS CORPORATION (formerly St. Joseph Lead Company), a corporation organized under the laws of the State of New York, party of the first part, and COUNTY OF ST. FRANCOIS, a political subdivision of the State of Missouri (mailing address Courthouse, Farmington, Missouri, 63640, party of the second part;

WITNESSETH, that the said party of the first part, by these presents GIVE, GRANT, CONVEY & CONFIRM unto the said party of the second part, its successors and assigns, the SURFACE RIGHTS ONLY in and to the following described real estate situated in the County of St. Francois, State of Missouri, to-wit:

A tract of land embracing part of U.S. Survey 3176, and part of U.S. Survey 870, all in Township 37 North, Range 4 East, being more particularly described as follows: Beginning at an iron pin located 352.39 feet east of and 2136.56 feet north of the northeast corner of the Northwest Fractional Quarter of Fractional Section 1, Township 36 North, Range 4 East, said iron pin also being at the northeast corner of a 91.2 acre tract of land conveyed by St. Joseph Lead Company to Clarence E. Kennon and Clara M. Kennon, his wife, and Dewey F. Kennon and Laura H. Kennon, his wife, by Special Warranty Deed dated the 28th day of August, 1963, thence S. 75°11½' W., along the north line of said 91.2 acre tract, also being the south edge of an abandoned railroad fill, a distance of 1449.05 feet to the northwest corner thereof in the center of Owl Creek; thence along the center of Owl Creek as follows: N. 4°43½' E. 178.50 feet, N. 13°09½' E. 362.44 feet, N. 18°56½' E. 350.05 feet and N. 27°24½' E. 539.21 feet to the center of Big River, thence along center of Big River as follows: N. 67°46' E. 314.55 feet, along arc of curve to left which has a chord bearing N. 43°31½' E. 183.79 feet, and N. 13°18' E. 229.42 feet to a southwesterly corner of a 503.82 acre tract of land conveyed by St. Joe Minerals Corporation to County of St. Francois by Special Warranty Deed dated the 26th day of June, 1972; thence along boundary of said 503.82 acre tract as follows: S. 85°23½' E. 424.20 feet, S. 1°04½' W. 1043.33 feet, and S. 45°07½' E. 385.60 feet to an iron pin at the southwest corner thereof; thence departing said boundary of 503.82 acre tract S. 25°37½' E. 39.97 feet to an iron pin on the north line of a 4.67 acre tract of land conveyed by St. Joe Minerals Corporation to Joseph E. McMullin by Special Warranty Deed dated the 9th day of July, 1982; thence S. 66°30½' W., along the north line of said 4.67 acre tract, a distance of 170.83 feet to an iron pin at the northwest corner thereof; thence N. 83°04' W. 66.26 feet to the point of beginning, and containing 37.57 acres, more or less. (A plat of the property described herein is attached hereto.)

The above described property is to be used for public recreation purposes only.

The above described property is conveyed subject to the following:

It is hereby expressly agreed and understood that the grantor herein, its successors and assigns, retains for its own use and benefit all the ores, minerals and valuable deposits found or deposited beneath the surface of the hereby conveyed premises, with the full, free and unrestricted right and privilege at any time hereafter to mine and remove said ores, minerals and other valuable deposits therefrom, including the right to prospect therefor, and to sink shafts and to use so much of the surface of the hereby conveyed premises as may be necessary or convenient in mining operations, either for the purpose of connecting by road or railway any such shaft with other shafts or with the mills or other concentrating works of grantor, and the further right of doing, in a proper manner, any act upon the surface of the hereby conveyed premises which said grantor may deem necessary or desirable to fully enjoy its mining rights in and upon said premises. But it is further understood and agreed that for all damages that may be done to the surface of the hereby conveyed premises or to any permitted building or structure thereon, in the carrying out of any or all of the purposes and rights reserved, the said grantor shall pay the grantee__ a reasonable amount, to be agreed upon for such damages; and in the event they fail to agree, then the damages so sustained shall be determined by three appraisers, one appointed by each of the parties interested and the third by the two so selected, and the decision of such appraisers as to such damages shall be final and binding upon the parties, the expense of such appraisal to be borne equally by the said two parties.

TO HAVE AND TO HOLD, the surface of the premises aforesaid, together with all rights and appurtenances to the same belonging unto the said party__ of the second part, its successors and assigns _____, forever, subject to the terms, conditions, restrictions, covenants and reservations above set forth and to those referred to and of record. The said party of the first part hereby covenanting that it shall and will warrant and defend the title to the surface of said premises unto the said part y of the second part, its successors and assigns _____, against the lawful claims of all persons

whomsoever, excepting the terms, conditions, restrictions, covenants and reservations above set forth and those referred to and of record.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed by its Executive Vice President and attested by its Assistant Secretary and its corporate seal to be hereto affixed the day and year first above written.

ST. JOE MINERALS CORPORATION,

By

John A. Wright
John A. Wright
Executive Vice President

Attest:

John L. Winton
John L. Winton
Assistant Secretary

STATE OF MISSOURI

SS

COUNTY OF ST. LOUIS

In this 12 day of August, 19 82, before me appeared JOHN A. WRIGHT, to me personally known, who being duly sworn, did say that he is the Executive Vice President of the St. Joe Minerals Corporation, a corporation of the State of New York, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said John A. Wright acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at Clayton, Missouri the day and year first above written.

(Signature) Mary E. Courtney

(Printed Name) MARY E. COURTNEY

Notary Public, State of Missouri

My commission expires 12-1-83

Commissioned in St. Louis County, Missouri

MARY E. COURTNEY

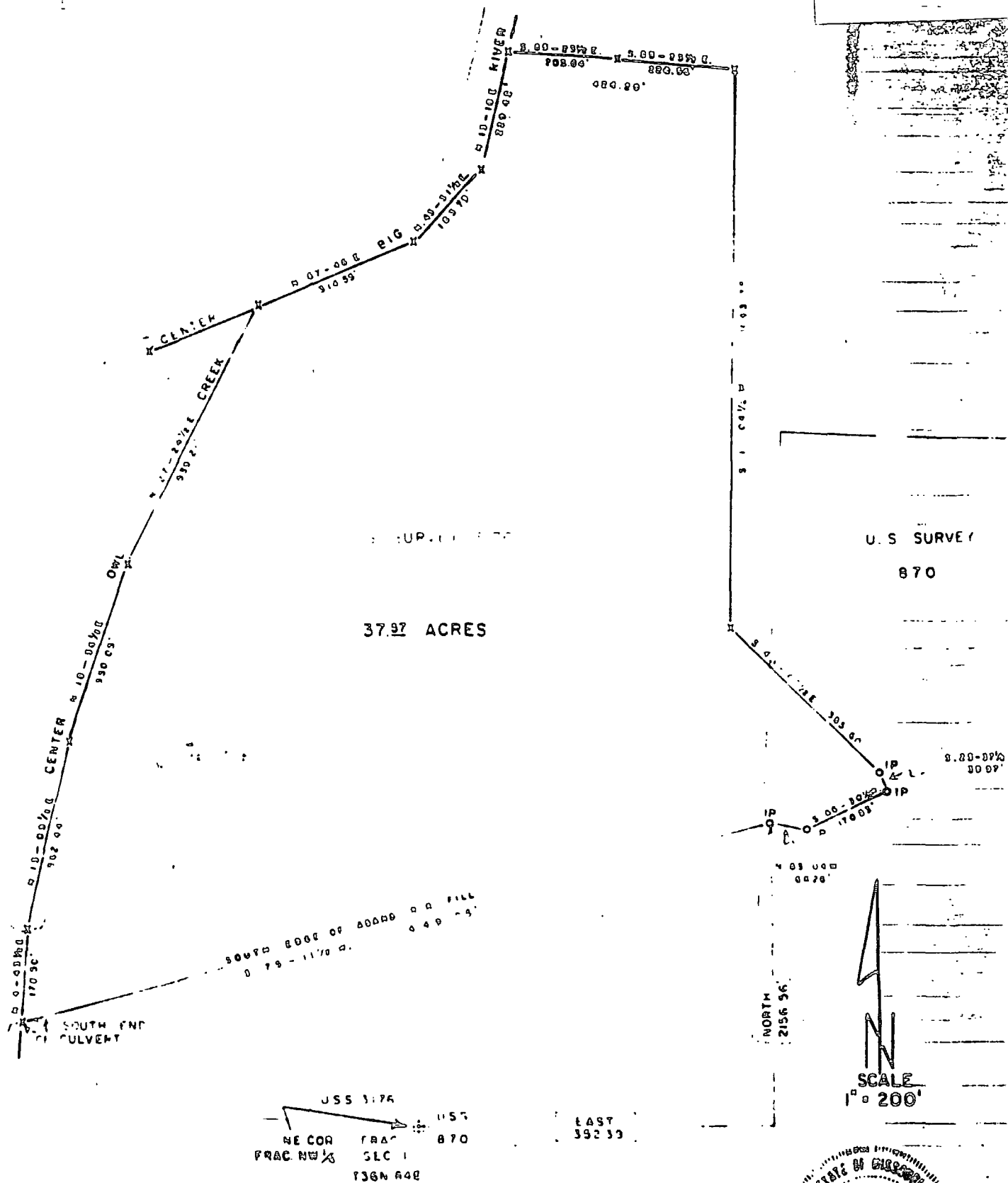
NOTARY PUBLIC, STATE OF MISSOURI

MY COM. EX. 12/1/83

ST. LOUIS COUNTY

1. An easement or right-of-way granted by St. Joseph Lead Company to Mississippi River Fuel Corporation by instrument dated the 12th day of January, 1931, and recorded in Book 165, at Page 563, as modified by instrument dated the 19th day of January, 1981, and recorded in Book 778, at Page 488, in the Recorder's Office of St. Francois County, Missouri.
2. A road easement or right-of-way granted by St. Joe Minerals Corporation to County of St. Francois, State of Missouri, by instrument dated the 17th day of July, 1973, recorded in Book 584, at Page 522, in the Recorder's Office of St. Francois County, Missouri.
3. An easement or right-of-way for electric power lines granted by St. Joe Minerals Corporation to Union Electric Company of Missouri by instrument dated the 22nd day of August, 1980.
4. Other easements of record or otherwise, if any.
5. A lease dated the 19th day of October, 1981, by and between St. Joe Minerals Corporation, "Lessor," and James D. Allen and Alberta Allen, "Lessees."

Grantor reserve unto itself, its successors and assigns, an easement for a road as now located on, over and across above described property, said road easement beginning near the southeast corner of said property and terminating at the low water bridge across Big River on the northern bounday of said property.



PART OF U.S. SURVEY 3178 A

T 37 N-R 4 E
COUNTY OF ST. FRANCOIS
STATE OF MISSOURI
JUN 1962

BOOK 794 PAGE 780

FILED
2 October 65 St. Francis

AUG 31 1982

M/C. KENNON
By William H. Jones

State of Missouri)
County of St. Francis)

I hereby certify that this instrument was FILED FOR RECORD on the date and time shown hereon and is recorded in Book 797 Page 612.

M. C. KENNON
Recorder of Deeds
John H. Jones
Deputy

7854

BOOK 678 PAGE 233

DEED OF CORRECTION

THIS INDENTURE, made on the 50th day of SEPTEMBER, 1977, by and between ST. JOE MINERALS CORPORATION (formerly St. Joseph Lead Company), a corporation organized under the laws of the State of New York, party of the first part, and HARRY RANSOM, JR. and MONA I. RANSOM, his wife, as tenants by the entirety (mailing address 414 Elm Street, Desloge, Missouri, 63601), parties of the second part;

WITNESSETH: That the said party of the first part, for and in consideration of the sum of One and No/100 Dollar (\$1.00) to it paid by the parties of the second part, the receipt of which is hereby acknowledged, does by these presents Remise, Release and Forever Quit-Claim unto the parties of the second part, as tenants by the entirety, the SURFACE RIGHTS ONLY in and to the following described real estate situate in the County of St. Francois and State of Missouri, to-wit:

A tract of land containing 1.51 acres, more or less, in Fractional Section 38, Township 37 North, Range 4 East, 19.29 acres, more or less, in Fractional Section 31, Township 37 North, Range 5 East, 0.80 of an acre, more or less, in the southeast corner of U.S. Survey 2105, Township 37 North, Range 5 East, 9.95 acres, more or less, in Lot 11 of U. S. Survey 3092, Township 37 North, Range 5 East, and 23.39 acres, more or less, in U. S. Survey 3173, Township 37 North, Ranges 4 and 5 East, the entire tract being more particularly described as follows: Commencing at a rail at the northeast corner of U. S. Survey 870, Township 37 North, Range 5 East; thence N. 82° 17½' W., along the north line of said U. S. Survey 870, a distance of 292.20 feet to an iron rod at the point of intersection with the west line of a 28.0-foot alley lying west of and adjoining Lot 3 in Block 3-1, Town of Leadville; thence N. 7° 42½' E., along said west line of said 28.0-foot alley, a distance of 9.51 feet to an iron rod at the point of intersection with the north line of Washington Street (now known as Oak Street), Town of Desloge, said iron rod being the point of beginning for the tract herein described; thence N. 81° 56' W., along said north line of said Washington Street, a distance of 218.00 feet to an iron rod; thence N. 83° 52½' W. 561.25 feet to an iron rod; thence N. 31° 59' E. 205.01 feet to an iron rod; thence N. 10° 19' E. 144.17 feet to an iron rod; thence N. 83° 45' W. 138.50 feet to an iron rod; thence N. 3° 41½' E. 1297.14 feet to an iron rod; thence S. 87° 57' W. 260.85 feet to an iron rod; thence N. 0° 09½' E. 211.72 feet to an iron rod; thence N. 75° 37½' E. 355.04 feet to a 3-inch angle iron; thence N. 50° 51' E. 267.38 feet to an iron rod; thence N. 64° 36½' E. 310.08 feet to an iron rod; thence N. 86° 29½' E. 483.95 feet to an iron rod on the east line of U. S. Survey 2105, Township 37 North, Range 5 East; thence S. 8° 37' W., along said east line of said U. S. Survey 2105, a

distance of 102.22 feet to a stone at the southeast corner of said U. S. Survey 2105; thence S. $79^{\circ} 45\frac{1}{2}'$ E. 396.17 feet to an iron rod on the western right-of-way line of the Missouri-Illinois Railroad Company; thence along said western right-of-way line of said Missouri-Illinois Railroad Company as follows: S. $32^{\circ} 58'$ W. 393.69 feet to an iron rod, thence along the arc of a curve to the left, which has chord bearing S. $30^{\circ} 56'$ W. 191.66 feet, to an iron rod, thence along the arc of a curve to the left, which has a chord bearing S. $25^{\circ} 02\frac{1}{2}'$ W. 346.03 feet, to an iron rod, thence along the arc of a curve to the left, which has a chord bearing S. $18^{\circ} 21'$ W. 352.58 feet, to an iron rod, thence along the arc of a curve to the left, which has a chord bearing S. $11^{\circ} 45'$ W. 311.02 feet, to an iron rod, thence along the arc of a curve to the left, which has a chord bearing S. $5^{\circ} 49\frac{1}{2}'$ W. 281.12 feet, to an iron rod, thence along the arc of a curve to the left, which has a chord bearing S. $0^{\circ} 23'$ W. 279.00 feet, to an iron rod, and thence along the arc of a curve to the left, which has a chord bearing S. $5^{\circ} 06\frac{1}{2}'$ E. 285.68 feet, to an iron rod at the point of intersection of said western right-of-way line with the north line of a 30-foot alley lying north of and adjoining Lots 2 and 3 in Block 3-1, Town of Leadville; thence departing said railroad right-of-way line N. $82^{\circ} 17\frac{1}{2}'$ W., along said north line of said 30-foot alley, a distance of 179.20 feet to an iron rod at the point of intersection with the west line of a 26-foot alley lying west of and adjoining said Lot 3 in said Block 3-1; and thence S. $7^{\circ} 42\frac{1}{2}'$ W., along said west line of said 26-foot alley, a distance of 170.49 feet to the point of beginning and containing 54.64 acres, more or less. (A plat of the property described herein is attached hereto.)

(Note: The above mentioned Lots 2 and 3 in Block 3-1, the 26-foot alley lying west of and adjoining Lot 3 in Block 3-1, and the 30-foot alley lying north of and adjoining Lots 2 and 3 in Block 3-1, are all shown on a plat of the Town of Leadville, said plat being recorded in Plat Book 5, at Page 35, in the Recorder's Office of St. Francois County, Missouri. Also, the above mentioned Washington Street, Town of Desloge, is shown on a plat of the Town of Desloge recorded in Plat Book 6, at Page 26, in the Recorder's Office of St. Francois County, Missouri.)

It is hereby expressly agreed and understood that a perpetual easement is reserved unto the City of Desloge to keep, retain, maintain, make connections to, repair, and replace a public sewer main and appurtenances thereto, over, under and across the above described land at the place where sewer is now located with the right of ingress and egress thereto.

This Deed is made for the sole purpose of correcting the description of a tract of land conveyed by St. Joseph Lead Company (now St. Joe Minerals Corporation) to Arthur T. Morris and Sandra Morris, his wife, by Special Warranty Deed dated the 26th day of September, 1963, and recorded in Book 425, at Page 451, in the Recorder's Office of St. Francois County, Missouri, said tract of land having been acquired by Harry Ransom, Jr. and Mena I. Ransom, his wife, from said Arthur T. Morris and Sandra Morris, his wife, by General Warranty Deed dated the 1st day of December, 1965, and recorded in Book 452, at Page 153, in the Recorder's Office of St. Francois County, Missouri, and for no other purpose whatsoever.

It is hereby expressly agreed and understood that the grantor herein, its successors and assigns, retains for its own use and benefit all the ores, minerals

and valuable deposits found or deposited beneath the surface of the hereby conveyed premises, with the full, free and unrestricted right and privilege at any time hereafter to mine and remove said ores, minerals and other valuable deposits therefrom, including the right to prospect therefor, and to sink shafts and to use so much of the surface of the hereby conveyed premises as may be necessary or convenient in mining operations, either for the purpose of connecting by road or railway any such shaft with other shafts or with the mills or other concentrating works of grantor, and the further right of doing, in a proper manner, any act upon the surface of the hereby conveyed premises which said grantor may deem necessary or desirable to fully enjoy its mining rights in and upon said premises. But it is further understood and agreed that for all damages that may be done to the surface of the hereby conveyed premises or to any permitted building or structure thereon, in the carrying out of any or all the purposes and rights reserved, the said grantor shall pay the grantees a reasonable amount, to be agreed upon for such damages; and in the event they fail to agree, then the damages so sustained shall be determined by three appraisers, one appointed by each of the parties interested and the third by the two so selected, and the decision of such appraisers as to such damage shall be final and binding upon the parties, the expense of such appraisal to be borne equally by the said two parties.

TO HAVE AND TO HOLD the surface of the premises aforesaid, together with all the rights, immunities, privileges and appurtenances thereto belonging, unto the said parties of the second part, as tenants by the entirety, so that neither the said party of the first part, nor its successors, nor any other person or persons for it or in its name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises, or any part thereof, except as to the rights and interests herein expressly retained, excepted and reserved by the party of the first part, but it and every one of them shall, by these presents, be excluded and forever barred, except as to the rights and interests herein expressly retained, excepted and reserved by the party of the first part.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed by its Vice President and its corporate seal attested by its Secretary to be hereto affixed, the day and year first above written.

ST. JOE MINERALS CORPORATION,

By John A. Wright
John A. Wright
Vice President

Attest

Charles E. Barnett

Charles E. Barnett
Secretary

STATE OF MISSOURI.)
) SS
COUNTY OF ST. LOUIS.)

On this 30th day of September, 1977, before me appeared John A. Wright, to me personally known, who being duly sworn, did say that he is the Vice President of the St. Joe Minerals Corporation, a corporation of the State of New York, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authorization of its Board of Trustees, and said John A. Wright acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at Clayton
Missouri, the day and year last above written.

Helen B. Ahleramer
Helen B. Ahleramer
Notary Public

My term expires My Commission Expires Dec. 28, 1977

SPECIAL WARRANTY DEED

THIS DEED, made and entered into this 25 day of October, 1977, by and between ST. JOE MINERALS CORPORATION (formerly St. Joseph Lead Company), a corporation organized under the laws of the State of New York, party of the first part, and HARRY G. WARD and ROBERT D. WARD, as joint tenants and not as tenants in common, and their heirs and assigns (mailing address 104 N. School Street, Desloge, Missouri, 63801), parties of the second part:

WITNESSETH, that the said party of the first part, for and in consideration of Thirty-Eight Thousand, Four Hundred Forty and No/100 Dollars (\$38,440.00) to it paid by the said parties of the second part, the receipt of which is hereby acknowledged, does by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said parties of the second part, their heirs and assigns, the SURFACE RIGHTS ONLY in and to the following described real estate, situate in the County of St. Francois, State of Missouri, to-wit:

A tract of land embracing part of Fractional Section 36, Township 37 North, Range 4 East, and part of Fractional Section 31, Township 37 North, Range 5 East, and part of U. S. Survey 3176, Township 37 North, Ranges 4 and 5 East, being more particularly described as follows: Beginning at an iron rod located 1158.61 feet west of and 170.87 feet north of a rail at the northeast corner of U. S. Survey 870, Township 37 North, Range 5 East, said iron rod also being on the north line of Washington Street (now known as Oak Street), Town of Desloge, at the southwest corner of a 0.489 of an acre tract of land conveyed by St. Joe Minerals Corporation to the City of Desloge by Special Warranty Deed dated the 22nd day of January, 1973; thence N. 81° 59' W., along said north line of said Washington Street, a distance of 718.60 feet to an iron rod; thence departing from said north line of said Washington Street N. 8° 13' E. 588.01 feet to a steel fence post, said steel fence post being at an easterly corner of a 37.22 acre tract of land described in Deed of Correction from St. Joe Minerals Corporation to James D. Allen, doing business as James D. Allen Materials, dated the 30th day of September, 1977; thence along boundary of said 37.22 acre tract as follows: N. 8° 01' E. 388.68 feet to a steel fence post, and N. 14° 58' W. 853.80 feet to an iron rod at the most northwardly corner thereof; thence departing from said 37.22 acre tract S. 89° 33' E. 864.12 feet to an iron rod on the westerly boundary line of a 54.64 acre tract of land described in Deed of Correction from St. Joe Minerals Corporation to Harry Ransom, Jr. and Mena I. Ransom, his wife, dated the 30th day of September, 1977; thence along boundary of said 54.64 acre tract as follows: N. 87° 57' E. 260.85 feet to an iron rod, S. 3° 41' W. 1267.14 feet to an iron rod, S. 83° 43' E. 138.50 feet to an iron rod, S. 10° 19' W. 144.17 feet to an iron rod, and S. 31° 58' W. 208.01 feet

to an iron rod; thence departing from boundary of said 54.64 acre tract S. $52^{\circ} 45\frac{1}{2}'$ W. 90.71 feet to an iron rod at the northeast corner of the above mentioned 0.459 of an acre tract of land conveyed by St. Joe Minerals Corporation to the City of Desloge; thence along boundary of said 0.459 of an acre tract as follows: N. $81^{\circ} 59'$ W. 100.00 feet to an iron rod at the northwest corner thereof, and S. $8^{\circ} 01'$ W. 200.00 feet to the point of beginning and containing 38.44 acres, more or less. (A plat of the property described herein is attached hereto.)

(Note: The above mentioned Washington Street, (now known as Oak Street) Town of Desloge, is shown on a plat of the Town of Desloge recorded in Plat Book 6, at Page 20, in the Recorder's Office of St. Francois County, Missouri.)

It is hereby expressly agreed and understood that the grantor herein, its successors and assigns, retains for its own use and benefit all the ores, minerals and valuable deposits found or deposited beneath the surface of the hereby conveyed premises, with the full, free and unrestricted right and privilege at any time hereafter to mine and remove said ores, minerals and other valuable deposits therefrom, including the right to prospect therefor, and to sink shafts and to use so much of the surface of the hereby conveyed premises as may be necessary or convenient in mining operations, either for the purpose of connecting by road or railway any such shaft with other shafts or with the mills or other concentrating works of grantor, and the further right of doing, in a proper manner, any act upon the surface of the hereby conveyed premises which said grantor may deem necessary or desirable to fully enjoy its mining rights in and upon said premises. But it is further understood and agreed that for all damages that may be done to the surface of the hereby conveyed premises or to any permitted building or structure thereon, in the carrying out of any or all of the purposes and rights reserved, the said grantor shall pay the grantees a reasonable amount, to be agreed upon for such damages; and in the event they fail to agree, then the damages so sustained shall be determined by three appraisers, one appointed by each of the parties interested and the third by the two so selected, and the decision of such appraisers as to such damages shall be final and binding upon the parties, the expense of such appraisal to be borne equally by the said two parties.

TO HAVE AND TO HOLD, the surface of the premises aforesaid, together with all rights and appurtenances to the same belonging unto the said parties of the second part, their heirs and assigns, forever, subject to the terms, conditions, restrictions, covenants and reservations above set forth and to those referred to and of record. The said party of the first part hereby covenanting that it shall and will warrant and defend the title to the surface of said premises unto the said parties of the second part, their heirs and assigns, against the lawful claims of all persons whomsoever, excepting the terms, conditions, restrictions, covenants and reservations above set forth and those referred to and of record.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed by its Vice President and attested by its Secretary and its corporate seal to be hereto affixed the day and year first above written.

ST. JOE MINERALS CORPORATION,

By *John A. Wright*
John A. Wright
Vice President

Attest:

Charles E. Barnett
Charles E. Barnett
Secretary

STATE OF New York ss
COUNTY OF New York

On this 25 day of October, 1977, before me appeared John A. Wright, to me personally known, who has duly sworn, did say that he is the Vice President of the St. Joe Minerals Corporation, a corporation of the State of New York, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument

BOOK 681 PAGE 385

instrument was signed and sealed in behalf of said corporation by authority of its

Board of Directors, and said John A. Wright

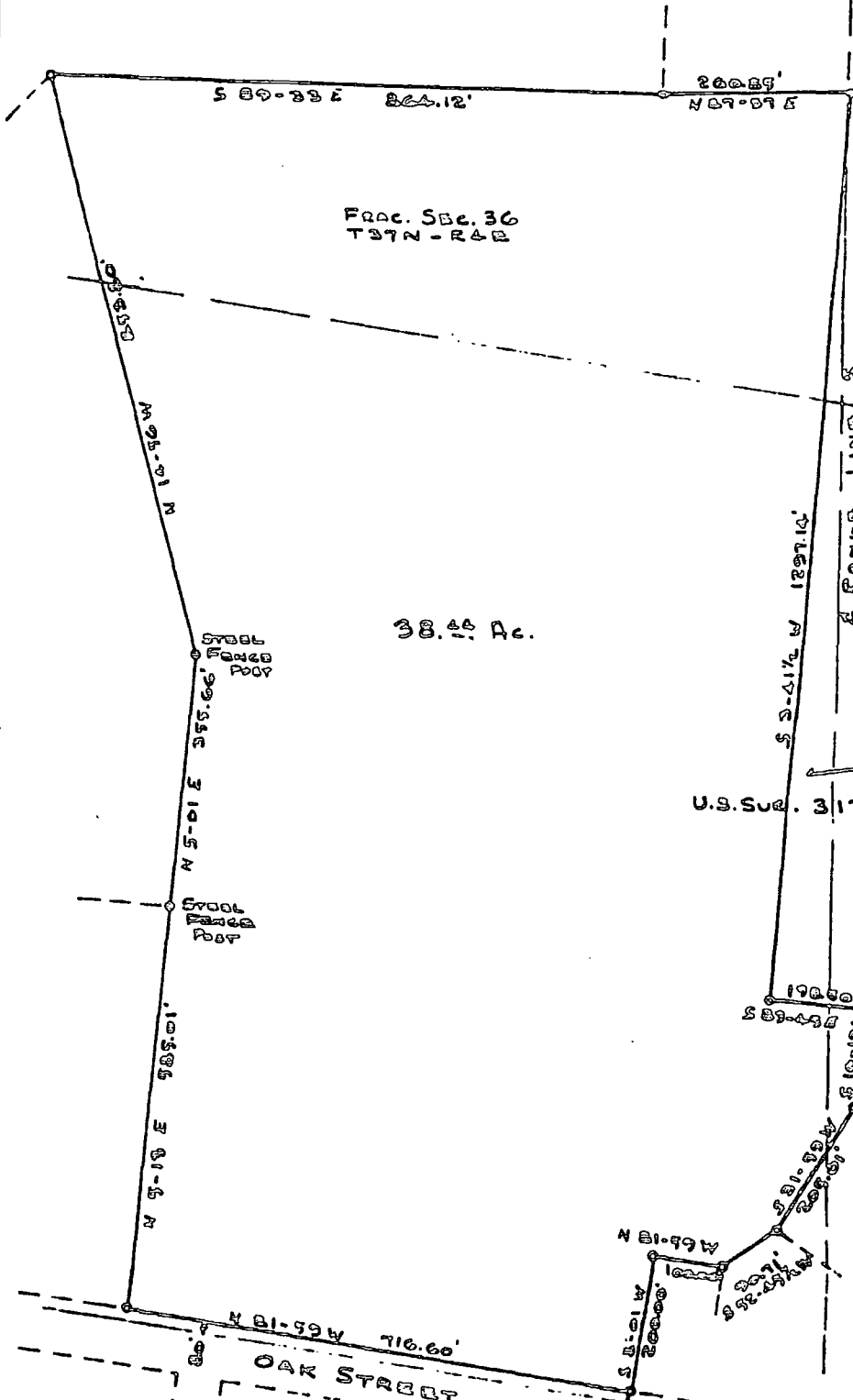
acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set
my hand and affixed my notarial seal at New York,
New York, the day and year last
above written.

Lawrence M. Lupo
Notary Public

My term expires March 30, 1978

GENEVA M. LUPPO
NOTARY PUBLIC - State of New York
No. 45431277
Qualified in Queens County
Cert. Exp. 3/30/78
Commission Exp. No. 10084 3/30/78



FRAC. SEC. 31
T37N-R4E

FRAC. SEC. 36
T37N-R4E

38.44 Ac.

SCALE: 1 IN. = 200 FT.

- = Iron Rod at corner
- = Corner recovered from previous survey

FILED

U.S. SUR. 3176

JUN 12 1977

M. C. K...

State of Missouri)
County of St. Francois)

I hereby certify that this
ment was FILED FOR RECORD
the date and time shown
and is recorded in Book
Page 12

PART OF FRAC. SEC. 36 T37N-R4E
" " " " SEC. 31 T37N-R4E
" " " " U.S. SUR. 2176

COUNTY OF ST. FRANCOIS

STATE OF MISSOURI

JUNE 1977

APPENDIX B

Secretary of State's Information



STATE of MISSOURI

JAMES C. KIRKPATRICK, Secretary of State

CORPORATION DIVISION

Certificate of Incorporation

A General Not For Profit Corporation

WHEREAS, duplicate originals of Articles of Incorporation of _____

ST. FRANCOIS COUNTY ENVIRONMENTAL CORPORATION

have been received and filed in the office of the Secretary of State and which Articles, in all respects, comply with the requirements of The General Not For Profit Corporation Law of Missouri:

NOW, THEREFORE, I, JAMES C. KIRKPATRICK, Secretary of State of the State of Missouri, by virtue of the authority vested in me, do hereby certify and declare _____

ST. FRANCOIS COUNTY ENVIRONMENTAL CORPORATION

a body corporate, duly organized this day, that it is entitled to all rights and privileges granted corporations organized under The General Not For Profit Corporation Law of Missouri; that the address of its initial Registered Office in Missouri is _____

Exmington 63640

and that its period of existence is perpetual

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the GREAT SEAL of the State of Missouri, at the City of Jefferson, this 24th day of October, 19 72.

James C. Kirkpatrick
Secretary of State

RECEIVED OF: ST. FRANCOIS COUNTY ENVIRONMENTAL CORPORATIONTen and no/100----- Dollars, \$ 10.00

For Credit of General Revenue Fund, on Account of Incorporation Tax and Fee.

NP 13169

No.

Dorothy Mae Miller
Deputy Collector of Revenue



State of Missouri . . . Office of Secretary of State

JAMES C. KIRKPATRICK, Secretary of State

CORPORATION DIVISION

ARTICLES OF INCORPORATION OF A GENERAL NOT FOR PROFIT CORPORATION

(To be submitted in duplicate by an Attorney)

HONORABLE JAMES C. KIRKPATRICK
SECRETARY OF STATE
STATE OF MISSOURI
JEFFERSON CITY, MISSOURI 65101

We, the undersigned,

(Not less than three)

Name	Number	Street	Address City	State
Gale Blackwell	113	South Norwine St.,	Bonne Terre,	Missouri
John Cavanaugh	626	Warren Street,	Farmington,	Missouri
Jim Blake	902	Westwind Drive,	Flat River,	Missouri

being natural persons of the age of twenty-one years or more and citizens of the United States, for the purpose of forming a corporation under the "General Not For Profit Corporation Law" of the State of Missouri, do hereby adopt the following Articles of Incorporation:

1. The name of the corporation is: St. Francois County Environmental Corporation
2. The period of duration of the corporation is: Perpetual
(Please state "perpetual" or a definite number of years)
3. The address of its initial Registered Office in the State of Missouri is: c/o The St. Francois County Court
Farmington 63640 St. Francois
(City) (Zone) County of and
the name of its initial Registered Agent at said Address is: Elliott Straughan
4. The first Board of Directors shall be seven (7) in number, their names and addresses being as follows:
(Not less than three)

Name	Number	Street	Address City	State
Vincent Ainkoad	-	Route #2,	Farmington,	Missouri
William Simpson	-	601 Grant Street,	Esther,	Missouri
Lee Gammon	-	1000 West Main St.,	Flat River,	Missouri
Oscar McGeorge	-	834 Mulberry St.,	Bismarck,	Missouri
Gale Blackwell	-	113 South Norwine St.,	Bonne Terre,	Missouri
John Cavanaugh	-	626 Warren St.,	Farmington,	Missouri
Jim Blake	-	902 Westwind Drive,	Flat River,	Missouri

5. The purpose or purposes for which the corporation is organized are:

To promote the social welfare, environment and health of the residents of St. Francois County by acquiring, purchasing, constructing, maintaining and operating a facility for the collection, processing, disposal and recycling of waste materials in St. Francois County, Missouri, and all other legal powers permitted General Not for Profit Corporations.

FILED AND CERTIFICATE OF
INCORPORATION ISSUED

(over)

OCT 24 1972

James C. Kirkpatrick
Corporation Secy. SECRETARY OF STATE

(NOTE : Any special provision authorized or permitted by Statute to be contained in the Articles of Incorporation may be inserted above.)

(INCORPORATORS MUST SIGN BELOW)

Gale Blackwell
John Cavanaugh
Jim Blake
Incorporators

VERIFICATION

STATE OF MISSOURI
County of ST. FRANCIS

I, Geneva Ransom, a Notary Public, do hereby certify that on the
day of October, 1972, Gale Blackwell,
John Cavanaugh and Jim Blake
(Name of Incorporators)

personally appeared before me and being first duly sworn by me severally acknowledged that they signed as their free act and deed the foregoing document in the respective capacities therein set forth and declared that the statements therein contained are true, to their best knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year above written.



Geneva Ransom
Geneva Ransom - Notary Public

My commission expires: September 30, 1976

FILED AND CERTIFICATE OF
INCORPORATION ISSUED
OCT 24 1972
James S. [Signature]
Corporation Dept. SECRETARY OF STATE

ST. FRANCOIS COUNTY
ENVIRONMENTAL CORPORATION

118 East School Street
City Hall
Bonne Terre, Missouri 63628

MISSOURI . . . Office of Secretary of State
CHANGE OF REGISTERED AGENT AND/OR
OFFICE BY A FOREIGN OR DOMESTIC NOT FOR
PROFIT CORPORATION

INSTRUCTIONS

This statement should be filed in DUPLICATE. It must be filed with the corporate seal. If it does not have a seal, write "no seal" where the seal would otherwise appear.
The registered office may be, but need not be, the same as the principal office of the corporation, but the registered office and the office of the agent must be the same. The corporation cannot act as its own registered agent.
Any subsequent change of office or agent must be immediately reported to the Secretary of State. These forms are available upon request from the Office of the Secretary of State.

To: SECRETARY OF STATE
P.O. Box 778
Jefferson City, Missouri 65102

AUG 22 1986

Charter No. N00013169

The undersigned corporation, organized and existing under the laws of the State of Missouri, for the purpose of changing its registered office, and its registered agent, or both, in Missouri, as provided by the "General Not For Profit Corporation Act." of Missouri, represents that:

- St. Francois County Environmental Corporation
1. The name of the corporation is St. Francois County Environmental Corporation
 2. The address, including street and number, if any, of its present registered office (before change) is _____
Courthouse, Farmington, Missouri 63640
 3. Its registered office (including street and number, if any change in the registered office is to be made) is hereby changed to 118 E. School St. (City Hall), Bonne Terre, Missouri 63628 (Zip Code)
 4. The name of its present registered agent (before change) is Elliott Strauchan
 5. The name of the new registered agent is Gayle Blackwell
 6. The address of its registered office and the address of the office of its registered agent, as changed, will be identical.
 7. Such change was authorized by resolution duly adopted by the board of directors.

IN WITNESS WHEREOF, the undersigned corporation has caused this report to be executed in its name by its President or Vice President and its Secretary or Assistant Secretary, this 11th day of August, 19 86.

CORPORATE SEAL
(If no seal, state "None")

St. Francois County Environmental Corporation
By Gayle Blackwell President
By John A. Conway Secretary
(Its Secretary or Assistant Secretary)

(Note: This "change" must be verified by both officers, but may be verified by either.)

State of Missouri
County of St. Francois

I, Louise Bouchard
on the 20th day of August
me Gayle Blackwell

acknowledged that he he signed as his true act and deed the foregoing document in the capacity therein set forth and declared that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.

(NOTARIAL SEAL)

Louise Bouchard
Notary Public

My commission expires Dec. 7, 1986